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COPY OF THE OLD

RECORDS

—— OF THE ——

TOWN OF DUXBURY, MASS.

FROM 1642 TO 1770.

MADE IN THE YEAR 1892.

PLYMOUTH:
AVERY & DOTEN, BOOK AND JOB PRINTERS.
1893.

1128805

PREFACE.

The original of these copies consisted of partly bound books, and loose leaves, with the exception of the later dates, and have been arranged as nearly as possible, according to the dates. Many of the records were destroyed by fire, as may be seen by the missing years.

Record of births, marriages and deaths, are not here included. Also a very few of the unimportant Town meetings have been omitted. Each item copied is marked on the original—in Red—in this way—✓.

All proper names are copied as written.

George Etheridge, *Copyist.*

DUXBURY RECORDS.

LAND TRANSFERRED AND RECORDED.

Aug. 4, 1642. Vol. a. Page 196.

Memorandum that Richard Bease, of Duxbery, planter, has sold unto Francis West, of Duxbery, carpenter, my lot of land, containing forty acres, together with the housing thereon builded, with all appurtenances there unto belonging, lying on the south side of the Mill brook, in consideration whereof the said Francis West is to pay the sum of eighteen pounds. In witness thereof I have set my hand, this the day and year above mentioned.

The mark of —— RICHARD BEASE,

Transcribed this 23d of Jan'y, 1667.

WILLIAM PABODIE, *Clerk.*

1650. Jan'y 16. Vol. a. Page 196.

Be it known unto all men by these presents—that I, John Staey, of Duxbury, in the Colony of New Plymouth, do acknowledge to have made over, and sold, all my right, title and interest in four acres of meadow land, be it more or less, lying upon the North side of that land called Pine Point, from my heirs or assignes, unto Stephen his heirs, executors, administrators, or assignes of the same town of Duxbery, planter, for the which bill of sale, I, the above named John have set my hand and seal this, the 16th of January, in the year of our Lord 1650.

Witness:

WM. BRETT.
JOHN SHAW.

Transcribed the 23d Jan'y, 1667.

WM. PABODIE, *T. C.*

1651. Dec. 10. Vol. a. Page 198.

Witness these presents, that I, Myles Standish, of Duxburrough, Mass., have bargained, and sold to Robert Barker of Duxburrough, Mass., a lot of land which was granted to John Hidbie — and laid out at Namassakeiset, that is to say, ten acres laid out for a house lot, and twenty-five acres for great lot, be it more or less, to the said Robert Barker, his heirs and assignes forever, with all, and singular such part or portion of meadow as shall fall by proportion, with the profits that shall accrue, or any way appertain to the aforesaid lands, to the which aforesaid bargain and sale of the said lands, and the appurtenances there unto belonging, I have set my hand, this 10th of December, 1651.

MYLES STANDISH.

Witness here unto

{ ALEXANDER STANDISH.
{ MYLES STANDISH JUN.

June 20, 1665. Vol. a. Page 199.

This above written, is a true copy of the deed, and here recorded according to order, this 20th day of June, 1665. By me,

WILLIAM PABODIE, *Clerk of the town.*

June 20. 1665. Vol. a. Page 199.

Know all men by these presents — That I, John Willis of Duxburrough, have sold unto Robert Barker of Mattakiset, fifty acres of land, ten acres for a house lot, and forty acres for the great lot, with the meadow, and all appurtenances there unto appertaining. This is done with the consent of my wife, in witness thereof I set my hand.

JOHN WILLIS.

NICHOLAS ROBINS.

This above written is truly transcribed and have recorded according to order, this the 20th June, 1665.

By me. WM. PABODIE, *Town Clerk.*

1661. May 27. Vol. a. Page 197.

William Ford Sen. and his wife Ann. acknowledge the sale of their land lying in the township of Duxbury, both upland and meadow land. unto Francis West and his heirs forever. Before me this 27th day of May. 1661.

JOHN ALDEN. Assistant.

Transcribed this 23d of January. 1667.

WILLIAM PABODIE. *T. C.*

1649. Vol. a. Page 199.

I, John Ferniside. have sold to Robert Barker. my lot at Mattikeset. house lot and great lot. with meadow, and all that belongs to it. for forty-five shillings. and a quart of sack. to pay 20 shillings this next Michealmas. which is in the year 1649 the first payment. and the next payment in the year 1650. Whereunto I have set my hand.

JOHN FERNISIEE.

This the above written is truly transcribed. and have recorded according to order. the 20th of Jan'y. 1665. By me,

WM. PABODIE. *Town Clerk.*

May 11. No year. Vol. a. Page 200.

Know all men by these presents. That I. Edward Hunt of Duxburrough, have sold unto Robert Barker of Namassakieset. a lot of land. ten acres more or less. lying next unto the bay path on the south side of the River. for twenty shillings. fifteen shillings already paid in cotton wool. the other five to be paid at harvest in any good and current pay.

Witness thereof we have here unto set our hands, this present May 11th. also all appurtenances belonging thereto with his wife's consent.

JOHN ROGERS.

1651. 26 Dec. Vol. a. Page 201.

These are to signify to all men whom it may concern. that I. William Brett of Bridgewater. do surrender up all my right and privilege in the said land given me at Namassakeesit, by John Tisdel of

Taunton, to Constant Southworth of Duxbury, to do with it as his own, to sell or otherways, as he shall see meet, in witness thereof I have set my hand 26th December anno — 1651.

WM. BRETT.

Whereas, the land above expressed in this writing was first given to John Tisdell, from him to Wm. Brett, from him to Constant Southworth, I do hereby surrender all my right and title unto Isaac Barker. Witness my hand, June 24th, 1665.

Transcribed and recorded by me,

WM. PABODIE.

1663. April 5. Vol. a. Page 203.

This deed made this the fifth day of April, in the year of Our Lord one thousand six hundred and sixty-three, between William Pabodie of Duxburrough, in the Colony of New Plymouth, in New England on the one party, and Robert Barker of the said town on the other party, witnesseth, that I, the said William Pabodie [for, and in consideration of Forty Pounds of current pay in New England, in hand paid unto me by the above said Robert Barker, which said sum of Forty Pounds, I, the above said William Pabodie do acknowledge myself to be fully satisfied the whole and every part and parcel thereof, and do for myself, my heirs, executors and administrators aquit the said Robert Barker, his heirs, executors and administrators for ever, and finally by these presents hath given, granted, bargained and sold, assigned and set over unto the said Robert Barker all my lands at Namassakeesit, upland and meadow, given me by the town of Duxburrough, or otherwise purchased with my money, except ten acres, which was John Brown's garden lot, which I have sold unto William Tubbs, viz: A certain parcel of upland, bounded on the North by the land of Wm. Tubbs, and on the South by the land of Robert Barker, containing one hundred acres of land more or less,] and twenty-five acres of

upland, and three acres of meadow, more or less, which I purchased of Elias Thomas, which appears by a deed bearing date ——— together with twenty acres of upland on the north side of Pudding brook, bounded by two marked trees, also four acres of meadow, more or less, lying on both sides of the brook, given me by the town of Duxburrough, together with two acres of meadow, more or less, at Robinson's creek, also all the land of John Brown, upland and meadow, given him by the Court or town, which I purchased of him as appears by a deed bearing date ——— excepting the above said (ten acres, which I have sold to Wm. Tubbs). All the above recited premises, viz. upland and meadow land, with all the privileges, profits and appurtenances there unto belonging, always excepting the above said ten acres sold unto Wm. Tubbs, as is above expressed, to have and to hold, unto the said Robert Barker, his heirs, executors, administrators and assignes, all the above said upland and meadow lands, from the day of the date of these presents, forever, to be the whole, and sole, and proper inheritance of said Robert Barker, and his forever without any let, molestation, disturbance or denial of me, of myself or any other person, or persons, claiming in or under me, forever. In witness whereof, I, the said Wm. Pabodie have set my hand and seal, the day and year first above written.

1663. April 1. Vol. a. Page 203.

WM. PABODIE.

her mark × ELIZABETH E. PABODIE.

Signed, sealed and delivered in the presence of

DANIEL ALDEN.

William Pabodie and Elizabeth his wife acknowledge the sale of those lands expressed in this deed unto Robert Barker, this the first of April 1663.

Before me,

JOHN ALDEN, Assistant.

1665. June 29. Vol. a. Page 202.

Whereas the town of Duxbury hath granted a parcel of land unto Mr. John Holmes, containing a hundred acres, be it more or less, and lying at or about a place commonly called Robinson's brook, bounded as follows, viz: On the north side, with the land formerly granted unto Wm. Keemp and Mr. William Witherly and John Willis, (only there must be allowed 40 feet for a high way between the said lands to the common side to the bay), on the west side it is bounded with the land formerly granted unto Thomas Hayward Sen., and on the east, it is bounded with the meadow at Robinson's creek, and from the head of that meadow to the land of George Russel's children, and so along by the path that goes to the North, runs Southwardly so far as to a red oak tree marked by the path side, and from that tree, to another red oak tree marked which lies westward from that first marked tree, and so with a straight line westwardly till it meet with the bay path that lies at the head of the lands of Robert Barker, and so along the said path, and the head of the lands of Robert Barker until it meet with the above said bound of Hayward's land. These lands were ranged, laid forth, and bounded by Mr. Constant Southworth, Benjamin Bartlett and William Pabodie at the request of the town, and recorded and approved by the town, this Twenty-ninth of June 1665. by me

WILLIAM PABODIE, *Town Cacke.*

1665. June 5. Vol. a. Page 205.

We whose names are below written, were empaneled upon a Jury for the laying forth of a sufficient footway through the land of Moses Simons and Samuel Chandler, the which we have done according to our best discretion, and bounded it as follows, that is to say, from the east side of the land of Samuel Chandler, unto the west side of the land of Moses Simons, marked out as follows, with six small saplings in the land of Samuel Chandler, and so

unto four dry stakes in the land of Moses Simons, and so unto five green stakes, which reach the other way.

George Sole, Sen.	William Clarke.
Phillip Dellano, Sen.	Henry Samson.
Experience Michill.	Rogen Glass.
Edman Weston.	Joseph Prior.
Francis West.	Samuel Hunt.
Abraham Samson.	John Sprague.

1665. July 24. Vol. 5. Page 205.

Honored Sir: My due respects presented. I received your letter where in I understand you have sold unto William Tubs the ten acres of land at Namassakeeset, that we had of Mr. Brewster, for forty shillings; the which I have accepted, and do therefore intreat you would be pleased in his behalf to record the same in your town books, that I have sold him, the said Tubs, his heirs, and assigns forever, the said land all my right and title — thereunto, as witness my hand, this the first of November 1655.

Hopslele Forster.

Transcribed by me July 24th, 1665.

Wm. Pabodie, *T. C.*

1665. July 24. Vol. a. Page 206.

These are to certify and testify unto all men, that I, William Brett of Bridgewater, sometime an inhabitant of Duxburrough, did some years past, sell all my lands, meadow and upland, to John Rogers of Marshfield, now deceased, lying in Matakiset, which was given to me by the town, to him and his heirs forever.

In witness whereof, I have set my hand July the 3d anno 1665.

William Brett.

Witness:

Thomas Hayward.

Transcribed by me July 24th, 1665.

Wm. Pabodie, *Town Clarke.*

1665. July 24. Vol. 5. Page 206.

These are to certify and testify to all men that I, Thomas Hayward of Bridgewater, planter, sometimes an inhabitant of Duxburrough, did some years since, sell all my land, meadow and upland, to George Russell of Marshfield, now deceased, lying at Matakesit, (which was given me by the Court at Plymouth,) to him and his heirs forever. In witness whereof I have set my hand July 3d, 1665.

THOMAS HAYWARD.

Witness:
WILLIAM BRETT.
THOMAS HAYWARD.

Transcribed July 24th, 1665—by me.

WM. PABODIE, *T. C.*

1665. June 23. Vol. a. Page 206.

Know all men by these presents, that I, William Wetherill of Scituate, do acknowledge that I sold to John Rogers, Sen. of Marshfield, now deceased, ten acres of upland lying at the North west side of Namassakeetpit brook, on the left hand of the highway as you pass from Plymouth to the great swamp, for the which land, the said John Rogers hath many years ago, fully satisfied me. Witness my hand June 23d, 1665.

WILLIAM WETHERILL.

Transcribed by me July 24th, 1665.

WILLIAM PABODIE, *T. C.*

1665. July 24. Vol. a. Page 207.

Know all men by these presents, That I, William Pabodie of Duxburrough, have sold unto William Tubs of Duxburrough, ten acres of land which was the house lot of John Brown, lying on the North side of the brook at Namassakeesit, which was bought of John Brown, by William Pabodie, now sold to the said William Tubs, to him, his heirs and assignes forever.

Witness my hand this 24th of July, 1665.

WILLIAM PABODIE.

1665. July 24. Vol. a. Page 207.

Be it Known unto all men, by these presents, that I, John Cary of Duxburrough, planter, in the Colony of New Plymouth, do acknowledge to have made over, and sold, all my right, title, and interest in two acres of meadow ground, be it more or less, lying upon the North side of that land called Pine Point, from my heirs and assignes unto Steven Briant, his heirs, executors, administrators and assignes, of the same town of Duxburrough, planter. To the which bill of sale this 16th Jan'y in the year of Our Lord 1650—by me

JOHN CARY.

Witness:

WILLIAM BRETT.
JOHN SHAW.

Transcribed by me,

WM. PABODIE, *Town Clarke.*

1665. May 20. Vol. a. Page 207, 208.

The town have granted to George Partridge fifty acres about Mill brook, near Namassakeesit, and have ordered Mr. Constant Southworth and Wm. Pabodie to lay it forth, who have done accordingly. Beginning on that side the brook towards Namassakeesit, on the North west side of the path, the path being the bounds on the south west side from a white oak tree marked on four sides, by the path side, a little beyond the brook, creek, and so along the path half a mile towards Matakesit, more or less, to a red oak tree marked on four sides on the northerly side the path, for the length, and from that red oak marked tree, north westward about fifty rods more or less, to another white oak tree marked on four sides, for the breadth, and from that marked tree to another marked tree distant from the first mentioned white oak tree, about fifty rods north eastward.—These afore mentioned trees and path, to be the bounds.

MAY 20th, 1665.

1665. Aug. 10. Vol. a. Page 208.

It was granted by the town that John Rouse of Marshfield, shall have sixty acres of land, near Namassakeesit opposite to Geo. Partridge, his lands on the other side the path in that tract granted to Marshfield and Duxbery by the County, upon the condition that Duxbery shall have liberty to dispose of sixty acres more (within the same tract) to any of their inhabitants, and have appointed William Pabody on their part, to lay it forth unto him.

July 29th, 1665.

The land above mentioned was accordingly laid forth, and bounded. From a white oak tree marked on four sides, standing on the south side of the path, about twelve rods more westwardly than George Partridge his most westwardly marked tree, and from the white oak tree marked, about Sixty rods Southwardly to a red oak tree marked on four sides, and from the first mentioned tree along the path to Duxbery ward, about half a mile, more or less, to another tree, a red oak marked on four sides on the south side of the path, about twelve rods to the westward of George Partridge his most eastwardly marked tree, and from that last mentioned marked tree southwardly about 60 rods more or less, to another red oak tree marked on four sides. This parcel of land thus bounded, containing about Sixty acres, more or less, was laid forth by Anthony Snow of Marshfield and William Pabodie of Duxbury.

August 10th, 1665.

1666. May 12. Vol. a. Page 209.

The town have ordered Mr. Sebury and William Pabodie to lay out unto George Partridge forty acres of land on the west side the brook that runs out of Island Creek pond, beginning at the mouth of the pond, which accordingly they have done, and bounded it with the brook on the East side and the path that goes towards Namassakeesit, to be the bounds, on the north side until you come to the first old cartway that turns toward John Rogers his

house, there being a red oak tree marked on four sides in the corner between the two ways, and then that path or way to be the bounds on the west side until you come to a little red oak sapling marked on four sides, standing on the east side of the path, about seventy rods distant from the path and marked tree, more or less, and from the said small sapling eastwardly under the brow of a steep hill somewhat to the southward of a line of a little pond, to a red oak tree marked on four sides, a little distant from the brook, and so unto the brook, for the South bounds of the said forty acres of land.

MAY 12th, 1666.

1666. July 18. Vol. a. Page 209.

Know all men by these presents, that I, William Pabodie of Duxburrough, for, and in consideration of ten shillings to me paid, did sell unto George Russell of Namassakeesit, (now deceased) ten acres of land at Namassokeiset, lying on the south side of the brook and path, which ten acres the town gave unto me, and do by these presents make over the said ten acres, with all the appurtenances there unto belonging, to be the proper inheritance of said George Russell, his heirs, executors, administrators and assignes forever, after the date hereof.

Witness my hand this 18th of July, 1666.

WILLIAM PABODIE.

1666. June 26. Vol. a. Page 210.

Whereas, the towns of Duxbury and Marshfield have granted unto William Clarke of Duxbury, sixty acres of land within that tract granted them by the Court, and ordered Anthony Snow and William Pabodie to lay it forth, have accordingly laid it forth on the east side the great pond above Mamasakesit, beginning the measurement on the north side the Indian fence, from a red oak tree marked on four sides, and along the pond side, to another white oak tree marked on four sides standing on the northeast corner of the pond, and from that tree to the nearest part of the pond, and from that tree to another white

oak tree marked on four sides, northerly, or there about, about seventy rods distant, more or less, for the breadth, and so to another red oak tree marked on four sides, standing about Northeast from the first red oak tree marked, and so unto the pond, which trees and pond are to be the bounds of the above said sixty acres of land.

JUNE 26, 1666.

No date. Vol. a. Page 210.

The town have given unto William Tubs, a certain parcel of land, about five acres, more or less, bounded with the lands on the south side the brook at Namassakeesit, that were given by the Court to William Brett, between the said land and the brook, all the upland between the brook and Creek lot, being marked with divers trees, until you come to a low brushed swamp upon the edge thereof stands a white oak tree marked on four sides, and from that tree to three spruce trees that stand near together, and so with a straight line much about west until it meet with the brook.

1664. Mch. 31. Vol. a. Page 220.

Be it known to all men whom it may concern, that I, Constant Southworth of Duxburrough in the jurisdiction of New Plymouth in New England, for and in consideration of three pounds in current pay in hand paid unto me: have given, granted, bargained, sold, assigned and set over unto Roger Glass of the same town, certain parcels of land lying in Duxborrow, viz: ten acres of land more or less, lying about Hounds ditch, which was once John Tisdall's, sold by him unto William Brett, and sold by William Brett unto me, Constant Southworth, and now sold by me unto Roger Glass, together with another parcel of land lying on the east side of north hill, containing about five or ten acres, more or less sold unto me Constant Southworth by William Brett, and now sold by me unto Roger Glass, all the said parcels of upland with all and singular the privileges and appurtenances there unto belong-

ing, (always excepting the meadow lands there unto belonging with the liberty for a cartway to the said meadow,) and do by these presents, give, grant, bargained, assigned, and set over all the above recited premises, together with all the privileges and appurtenances there unto belonging unto Roger Glass, his heirs, executors, or assignes for ever, and do by these presents bind myself, my heirs and executors for ever, after the date hereof, from any just molestation, or claim or title in or for any of the above recited parcels of lands.

In witness thereof, I have hereunto set my hand and seal, this last day of March One thousand six hundred, sixty and four.

CONSTANT SOUTHWORTH.

her mark × ELIZABETH SOUTHWORTH.

{ PHILIP DELANO.
{ WM. PABODIE.

1666. made 1643. recorded July 10, 1666. Vol. a. Page 212, 213.

Know all men by these presents, That I, Daniel Hicks of Scituate, in the jurisdiction of New Plymouth in New England, planter, for in concederation of a sufficient sum of money to me in hand paid before the sealing and delivering hereof, by Thomas Bird of Scituate aforesaid, husbandman, have by these presents, do bargain, sell, assign and confirm from me the said Daniel Hicks, my heirs, executors, administrators and assignes, to him the said Thomas Bird, and his heirs, administrators, executors and assignes forever, the one half of a fifty acre lot of land, lying at (Mattacheesit within the township of Duxbury) that being that half of the said lot of land that lyeth to the south, the said lot joining to the land of George Russell, and on the west it bounds on the land of John Hudson; it is bounded on the one side with a white oak tree, on the other side with the marsh. To have and to hold the said southerly half of the above said fifty acres of land from me the said Daniel Hicks, and my heirs to him, the said

Thomas Bird, and his heirs and assignes forever, with all the privileges and appurtenances there unto belonging, or in any way appertaining there unto, and all my right, title and interest in the premises, or any part or parcel thereof. To be holden of our Sovereign lord the King as of his manor of East Greenwitch in the County of Kent, in free and common socage and not incapite, nor by Knight service, nor by rent and service thereof, and thre by deed of right accustomed, warranting the said sale and title of the premises against all persons whatso ever, from, by, or under, on the said Daniel Hicks, or by my right or title, claiming any right, title or interest in the premises, or any part or parcel thereof, and I, the said Daniel Hicks do further covenant, promise and grant by these presents, that it shall and may be lawful to and for the said Thomas Bird, either by himself or his attorney to record and enroll these presents, or to cause them to be recorded and enrolled in the Court of New Plymouth, according to the usual manner of recording and enrolling evedence. In witness of these presents, I, the said Daniel Hicks, have hereunto set my hand and seal, this twenty ninth day of September Anno Dom 1643.

DANIEL HICKS.

Signed, sealed and delivered in sight and presence of

ANTHONY DODSON.
EDWARD WRIGHT.

On the fourth day of Oct. 1664, Anthony Dodson and Ann, the wife of Thomas Bird of Scituate, late deceased, appeared in Court and testified that this deed and the land therein expressed, was freely given by the said Thomas Bird unto the church of Duxborrough. Attested by Mr. Nathaniel Morton, Clerk of the Court for the jurisdiction of New Plymouth.

The deed above written and the land therein expressed, that was given by Thomas Bird of Scit-

uate, deceased, unto the church of Duxbory, afterwards was given freely by the church of Duxburroug, unto John Holmes of Duxburruh to be the proper inheritance of the above said John Holmes, his heirs, executors, administrators and assigns for ever, which deed is here truly transcribed and recorded by order from the church by me.

WM. PABODIE.

July 10th, 1666.

1665. Oct. 21. Vol. a. Page 214.

The town have granted Samuel Chandler, Sixty acres of land between Indian head river, and the great Cedar Swamp, with the condition that he shall not sell it except to a townsman, and have appointed Samuel West and Phillip Delano, to lay it forth.

We whose names are underwritten were appointed by the town of Duxbery to lay out the aforesaid land unto Samuel Chandler, by the great swamp. This land lyeth between the swamp and the Bay path, the range of the breadth of it, runs South east and North west, at the —— end, beginning at a Spruce tree, and so between a small red oak, and a white oak, and so to the Stoney Swamp, for the length, and thence to a great white oak marked.

SAMUEL WEST.
PHILLIP DELANO.

1665. 1667. Aug. 3. Vol. a. Page 213.

Witness these presents, That the town hath given unto Edward Hall ten acres of land, lying at Namassakeesit, between the brook and the house lot laid out, unto John Ridby, which lot of ten acres, more or less, the said Edward Hall sold unto Robert Barker as he sayeth, who hath now peacably enjoyed the same the space of seventeen years, with all the appurtenances thereunto belonging, and is approved (by the five men chosen by the town for that purpose) to be recorded to the above said Robert Barker, his heirs, executors, administrators and assignes forever after the date herein, August 3d, 1665.

Transcribed this 23d January, 1667. By me,

WM. PABODIE, *Clark.*

1669. May 3. Vol. a. Page 214.

This may certefy any whom it may concern, That Lucy, the wife of Robert Barker did acknowledge the sale of a parcel of land lying at Bluefish river, that was sometime the land of Solomon Learned, to be now sold unto Abraham Samson of Duxbury, and did freely resign up unto him, all interest in the same.

Before me,

JOSIAH WINSLOW, *Assistant.*

1668. Nov. 17. Vol. a. Page 215.

Know all men by these presents, That I, George Partridge of Duxbery, in the jurisdiction of New Plymouth in New England, planter, For and in consideration of Eight Pounds, in current payd to me in hand, have by these presents, bargained, sold, enfeoff and confirmed, and do by these presents bargain, sell, enfeoff and confirm unto Thomas King Jun. of Scituate in the same jurisdiction, all my lot of land given me by the town of Duxbery, at or about Mill brook near Namassakeesit, containing fifty acres, more or less, bounded by the path on the southwest side, and four marked trees on the four corners of it, as may appear by the town books, being or lying within the township of Duxbery aforesaid, to have and to hold unto the said Thomas King, his heirs, executors, administrators or assignes forever, from me, the said George Partridge, my heirs, executors and administrators forever, to be holden of our Sovereign lord, the King, as of his manor of East Greenwitch, in the County of Kent in the realm of England, with warranty against all people, from, by, or under the title of George Partridge claiming any right, title or interest of or into the said fifty acres of land, or any part or parcel or appurtenances thereof what so ever, and the said George Partridge doth further warrant by these presents, that it shall and may be lawful to, and for the said Thomas King, either by himself or by his attorney, to record and enroll, or cause to be so

Nov. 17. Continued. Vol. a. Page 217, 218.

recorded and enrolled, the title and tenor of these presents, in his Majesty's Court at Plymouth, according to the usual order and manner of recording and enrolling deeds and evidence, in such case made and provided.

In witness whereof I, George Partridge have hereunto set my hand and seal, this seventeenth day of November, in the year of Our Lord one thousand six hundred and sixty and eight.

The mark ∠ of GEORGE PARTRIDGE.

Signed, sealed and delivered

in presence of

{ WILLIAM PABODIE.
{ JOHN COOPER.

This deed is truly transcribed by me,

WM. PABODIE, *Clark of the town.*

Nov. 17th, 1668.

This deed was freely and fully owned and acknowledged by George Partridge above said, and Sarah, his wife before

WM. BRADFORD, *Assistant.*

Anno Dom 1668, Nov. 17th.

1669. Mch. 30. Vol. a. Page 219.

This writing witnesses that I, William Brett of Bridgewater in the Colony of Plymouth, have sold unto William Pabodie of Duxborrough, all those lands, upland and meadow, given me by the Court, and laid out to me near the North Hill meadow, and lying upon the Brook usually called the South river brook, I say sold to him, his heirs, executors and assignes for ever, and by this writing give him full power to have it confirmed by the order of the Court; these lands lying in the town of Duxborrough, and the places above mentioned, with the consent of my wife. In witness whereof I have set my hand March 30th, Anno Dom 1669.

Witness hereunto —

{ THOMAS HAYWARD, SEN.
{ THOMAS HAYWARD, JUN.

1669. Aug. 17. Vol. a. Page 221.

Know all men by these presents, that I, Samuel Eaton of Duxbery in New England, on the one party (have sold unto Josiah Standish in the township of Sandwich, in New England, on the other party) all my lands, housing, fencing, now belonging to me in Duxbery, containing forty acres of upland, more or less, with three acres of meadow land, which I purchased of Constant Brewster, lying against the lands of Henry Howland, by the bay side, all these lands with the orchard, Housing, fencing now upon it, with all the privileges and appurtenances there unto belonging, and do by these presents, in consideration of Twenty Pounds already paid in hand, bargained, given, sold and set over unto the above said Josiah Standish, all the above said lands, Honsings, fencings and orchard, all the immunities, privileges and appurtenances there unto belonging, unto the said Josiah Standish, his heirs and assignes, to have and to hold from the date hereof forever, and do by these presents bind myself, my heirs, executors and administrators forever, from any ———— let or hinderence, unto the above said Josiah Standish, his heirs, executors and assignes, from the quiet peacable enjoyment thereof forever, after the date hereof, in witness whereof I have set my hand and seal, this seven'eenth day of August in the year of Our Lord one thousand six hundred and sixty three.

The mark of
SAMUEL (S) EATON.
The mark of
MARTHA (C) EATON.
and a seal ✲

Signed, sealed and delivered
in presence of
(WILLIAM PABODIE.
(ALEXANDER STANDISH.

Transcribed in 1669 by me,

WILLIAM PABODIE, *T. C.*

Samuel Eaton and Martha his wife, acknowledge the sale of the land expressed in this writing before me, John Alden, Assistant, the day and year above mentioned.

1669. May 3. Vol. a. Page 222.

May the third 1669. The town of Duxbery have granted that Antony Snow of Marshfield, shall have Sixty acres of land within that tract which was given by the Court to both towns, and have appointed Mr. Constant Southworth to join with one of Marshfield to lay it forth.

December 30th, 1669. Laid out unto Anthony Snow of Marshfield, Sixty acres of land granted him by the towns of Duxbery and Marshfield, lying on the northerly side of the lands of Joseph Green, bounded on the northwest corner by a black oak marked on four sides, and so by Joseph Green's eastward by line, and so down to a red oak marked, standing on the brow of a hill on the eastwardly of a pond called Hobomacks pond, about a hundred and twenty rods, taking in a bit of two or three acres from the last mentioned tree, to a pine tree marked on two sides, and so to the pond, closing with Green's land, and from the first mentioned tree, about eighty rods towards the north east to a little oak, standing in a swamp, and then an hundred and twenty rods on the same point as the first line, to a white oak standing on a hill marked on four sides.

JOSIAH WINSLOW.
CONSTANT SOUTHWORTH.

1670. Oct. 10. Vol. a. Page 215.

The town have given unto Experience Mitchil fifty acres of land on the south side of rocky plain near Namassakeesit, and appointed Constant Southworth and Wm. Pabodie to lay it forth, who accordingly did, and bounded it as follows, viz.: — From a spruce tree marked on four sides, standing on the edge of the swamp near Rocky plain, and on the westwardly side of the bay path, and from that said marked tree, with a straight line South and by

eastward by a range of marked trees and across the bay path to a little white oak tree marked on the top of a little plain on the eastward of the path, containing about eighty rods, for the breadth, and from that white oak marked tree, East and by Northward, and along a range of marked trees extending about one hundred rods in length, to a tree marked on four sides, and from that last named tree, along a range of marked trees North by Westward to a red oak tree marked on four sides, standing on the top of a hill to the Northward of a little run, and so with a straight line west and by southward along the edge of the Rocky plain to the above said spruce tree. This is the bounds of the above said fifty acres of land, more or less, October 10th, 1670.

WILLIAM PARODIE, *Clark.*

1670. Oct. 10. Vol. a. Page 216.

The town have given unto Francis West, about thirty acres of land on the East side of Experience Mitchils lands near Namassakeesit, of the same breadth with the said Mitchels his land, and so extending Eastward to a marked tree near a little run in a swamp, about sixty rods distant from Mitchels land, the tree marked is a maple tree.

p WILLIAM PARODIE, *T. C.*

1670. April 19. Vol. a. Page 223.

The town have granted, that William Tubs shall have about 30 acres of land, more or less, near Namassakeesit, bounded by the lands given unto William Tubs formerly by the Court, for the Southwardly bounds, Matakesit brook the Westwardly bounds, and the lands formerly given by the town to William Tubs, George Russell's for the Eastwardly bounds there being a range of trees marked, on the Westwardly side of George Russell, his land, the bounds thereof. The above said land was viewed and bound by

CONSTANT SOUTHWORTH and
WILLIAM PARODIE.

APRIL 19th, 1670.

1670. April 19. Vol. a. Page 223.

Laid forth unto Abraham Peirce, about 30 acres of land joining unto that land he bought of Thurston Clarke, lying on the Westwardly side of Namassakeesit brook, bounded from the said land by the brook Southwardly, about 60 rods, and to a maple tree marked, and from that tree Westwardly to a white oak tree marked in the woods at the upper corner, and so with a cross line to his above said land bought of Thurston Clark. April 19th, 1670.

CONSTANT SOUTHWORTH. WILLIAM PABODIE.

1670. June 24. Vol. a. Page 223.

Whereas, the town have appointed Mr. Constant Southworth and Phillip Delano, and William Pabodie to bound men's lands, We the above named, have ranged and bounded out unto Joseph Prior, ten acres of land lying between or beyond or towards the mill on the fresh marshes, as you go from the meeting house to the mill, that path being the bounds on the East side, and a pine tree marked on the path side of the land, and so from that tree west north west ward to a little red oak tree marked, standing upon the top of a hill, a little above the head of the old field, and East south eastward to the path that goes to the mill, and so along the path to the mill wards about 32 rods to another little red oak tree marked, and so along a west north west line to another red oak tree in the old field, and so along to another little red oak tree marked, above the old field, for the northerly bounds, the two uppermost marked trees, being the westwardly bounds of this land, containing in length about 52 rods, and in breadth 32 rods.

Transcribed by me,

WILLIAM PABODIE, *Clerk.*

1672. May 6. Vol. a. Page 216.

The town have given unto Experience Mitchill, five acres of Swampy meadow land, lying toward the head of Pudding brook, near Namassakeeset. The town appointed Robert Barker and Wm. Pabodie to lay it forth unto him, who accordingly have done,

and bounded it by or with the said Pudding brook on the North side, and the upland on the South side, the East bounds are two trees marked, a little to the Eastward of a small run or creek, that comes from the swamp or mill brook and falls into Pudding brook, and from those two marked trees downward the said brook to a little red oak on the south side of Pudding brook and that said creek and a pine tree a little to the Southward, being the West bounds, containing six acres, more or less.

May 6th, 1672.

1672. June 24. Vol. a. Page 224.

Whereas, Mr. Constant Southworth, Phillip Delano, Sen. and William Pabodie, were appointed by the town to bound out men's land. We the above named have bounded out to John Holmes ten acres of land, bounded on the south by the land of Joseph Prior, and on the east end by the path that goes from the meeting house to the mill, and two marked trees on the north side on white oak tree which stands about 16 rods from the path, and a pine tree up in the woods west north westerly, and so with a straight line South south westward to a little red oak tree marked, at the head of Joseph Priors land, for the Westward bounds. This parcel of land contains about 52 rods in length and thirty-two in breadth, also another parcel of land at the head of John Washborn Sen, his land, from a little swamp or spring the south bounds, and the said Warshborn Sen, his land, the East bounds, and so along Northwardly to a little red oak marked, standing upon a hill side, and from thence along a little ridge Westwardly to a pine tree marked, and so to the mill path for the north westwardly bounds, and so along the path Southwardly, the said path being the Westwardly bounds, till it comes to the path called Wyborns path, and a little red oak tree marked, and so along that path to three trees marked red oak all

upon one root in the said path, and so to the swamp or spring before spoken of.

Transcribed by me.

WILLIAM PABODIE, *Clark.*

JUNE 24, 1672.

1674. May 26. Vol. a. Page 224.

A mutual agreement between William Papodie and Experience Michill, made and concluded by free consent on both sides, concerning bounds of land between them, are as follows, (viz) From a small white oak marked by the meadow side, and from thence to a walnut tree marked, and from thence to a white oak marked, and from thence by trees marked, to a white oak sapling marked by the brook side, near Samuel Hunts field, and from thence the brook is the bounds between them upward.

This agreement was made March, 74. This above written was, with the consent of both parties above named, here recorded, this 26th of May 1674.

WILLIAM PABODIE, *Clark.*

1679. July 24. Vol. a. Page 225.

We whose names are underwritten, do here by declare what we have acted by order from the town of Duxbury, which is in manner as followeth. The land which we have layd out, is bounded as followeth. Beginning at the land which was formerly Capt Churchs, it is bound with the Indian head river to the north, and so goeth along the Indian head river about three score rods, more or less, until it meet with a walnut tree, standing just by the river side, marked on four sides, and from that walnut tree with a straight line, about six rods, more or less, southwardly to another walnut tree marked, and so with a straight line eastwardly to another tree marked, standing about twelve rods from the river, and so bounded eastwardly by the land formerly sold to Capt Church, by the town aforesaid, which land

we have layd out to James Bishop by order of the town of Duxbury, this 22d day of May, 1679.

Witness our hands:

JOSIAH HOLMES.
FRANCIS BARKER.

This was recorded by order of the town of Duxbury, July 24th, 1679, by

WILLIAM PABODIE, *Clark*.

1679. July 24. Vol. a. Page 225.

Laid out unto Daniel Alden, forty acres of land or there about, on the west side of South river, on both sides of the highway that goeth over the river, a little below the land of Capt Church, which land lyeth on the east side of the river. Beginning to measure a little below the beaver dam, at a white oak tree, or bush marked, and so extending West north westwardly from the river by the bush aforesaid, about 60 rods to a pine tree marked, standing a little to the northward of the highway, and then from that said pine tree North north eastwardly through a corner of a swamp, and by the swamp bounded on the west side until it meet the river, about one hundred and ten rods, below the above said white oak bush, a little below the beaver dam, the river being the eastwardly bounds of the said 40 acres of land.

This was ordered by the town of Duxbury to be recorded July 24, 1679.

WILLIAM PABODIE, *Clerk*.

A way to be allowed through it.

By JOHN TRACY, JOHN SOULE, WM. PABODIE—July 9th, 1679.

1679. July 24. Vol. a. Page 226.

Laid out unto John Wadsworth, six acres of land lying on the west side of his meadow land at South River, beginning at a white oak tree marked, standing about three, or four rods from the said meadow, and so extending westwardly from the meadow by the said white oak marked tree, two or four and

twenty rods to a pine tree marked, standing on the top of a hill with some stones about it, and from that said pine tree southwardly, about fifty four rods, to a red oak marked tree, and then from that said red oak tree, with a straight line eastwardly to another little red oak tree marked, standing a little to the westward of the meadow, and so with a straight line to the said meadow, about twenty four rods, and by reason of this breadth of twenty four rods at each end, we allowed, upon consideration that the afore said meadow doth run into, and so take away from the middle of the land, as much as we allow upon the ends.

July 9th, 1679.

JOHN SOULE.
JOHN TRACY.
WM. PABODIE.

This was ordered to be recorded, by the town of Duxbury, July 24, 1679.

WILLIAM PABODIE, *Clark.*

1679. July 24. Vol. a. Page 226.

Laid forth unto Nathaniel Cole, about twenty six acres of land lying on the east side of South river toward the head thereof, and joining to the lands of Ralph Thacher on the south side thereof, and extending southwardly from the said Thacher's land four score rods, more or less, to a red oak tree, standing about four rods to the eastward of the river, and so running with a straight line from the said river by that said red oak marked tree to another red oak tree marked, standing about thirty rods from the said river, and so from that last said marked red oak tree with a straight line northwardly to another red oak tree marked, near Mr. Thacher's land, to the above said river, being about twenty six rods from the last said red oak tree marked to the said river.

This land was laid out and bounded, as above

said, the ninth day of July, by said John Tracy, John Soule, and William Pabodie.

This was ordered to be recorded by the town of Duxbury, July 24th, 1679.

WM. PABODIE, *Clark.*

1678. Sept. 23. Vol. a. Page 227.

Whereas the town of Duxbery May 25th, 1674, gave unto Edward Southworth the liberty to change his two lots of land in the woods that were formerly the lands of John Washborns, and to take the like quantity elsewhere where it might conveniently be had. Now so it is that we whose names are under written, being empowered on that account, have bounded out unto the above said Edward Southworth, a like quantity of land of the above said two lots, which were sixty acres, between the great cedar swamp at Namassakeesit and the old bay path and Indian head river, viz: We began to measure at two great walnut trees standing close by the said river side, there being a great rock in the river, and a cow track going over the said river, both a little below the said two walnut trees, and all near the northwest corner of the said great Cedar swamp, and we measured from the said two trees, westwardly, and by the said river 60 rods, allowing the said river to be the northerly bounds where we met with the old bay path, and there marked a white oak tree for the head bounds, then we measured along the said bay path southwardly, eighty rods, and marked a walnut tree standing on the west side of the said path, there being a great stone about two feet to the west of the said walnut tree, allowing the said old bay path for the westwardly bounds. Again we measured from the above said two walnut trees standing by the river side, southwardly, about twenty rods, there marked a white oak tree, having a crotch with another tree fallen there in, for the southwardly corner bounds, and so a straight line being drawn from the said two walnut trees by the river side unto this last mentioned white oak tree with a crotch and

marked, we allowed for the easterly bounds, like wise also a straight line being drawn from this said oak tree with a crotch, and marked, unto the above said walnut trees standing on the west side of the old bay path and marked, we allowed for the southwardly bounds, also finding the northwest corner of the great cedar swamp to fall a little within the eastwardly bound line, and near unto the above said two walnut trees standing by the river side, therefor we allowed a cartway or a highway round the corner of the said swamp, unto the river, that so there might be a free passage for carts on the narrow side of great cedar swamp, unto the Indian head river, and the reason why we allowed the eastmost line but twenty rods, and the westmost line along the old bay path, eighty rods, is because we find the river to have a bow or considerable crooks in it towards the north, which gains land proportionably to what one line is shorter than the other. This parcel of land containing Sixty acres, more or less, is bound as above expressed, was done with the consent and satisfaction of Edward Southworth above said, this 23d day of September, 1678, by

JOHN SOULE and
WILLIAM PABODIE.

and so approved by the town, and so be recorded.

WILLIAM PABODIE, *T. C.*

1680. Aug. 17. Vol. a. Page 228.

Laid out unto Peter West, about thirty acres of land upon the Southwest corner of Daniel Alden, his land, on the west side of South river, bounded on the easterly side by a straight line from the path, and by a white oak tree on four sides, standing southwardly of the path, about 10 or 12 rods, and so about a south southwest course or point to a red oak tree marked, standing on the side of a hill about 90 rods distant from the said path, for the length of the land on that side, and from that red oak tree marked on four sides with a straight line west north-

westwardly about 60 rods, to a rock with stones upon it on the plain, there being a small pine tree marked, standing about 8 feet to the eastward of the rock, for the south westwardly bounds, and breadth of the land, and from that rock with a straight line north north-eastwardly, about 50 rods, to a red oak tree marked on four sides, standing on the south side of the path, for the westerly bounds, and then the said path to be the northwardly bounds, until it meet with the beginning of the first line. On the easterly side, this land was measured and bounded as above said, this 27th day of May, 1680.

JOHN SOULE.
WILLIAM PABODIE.

Ordered by the town this day, 17th of August, to be recorded to him.

Aug. 17, 1680. WILLIAM PABODIE, *Clark.*

1680. Page 228. Vol. a. Laid out unto John Dillano, about ten acres of land to the eastward of his house, viz. By the land of Edman Weston, on the east end, and by the path that goes from the mill to south river, on the north side, and by a white oak tree marked on four sides at the west end, and by the lands that were some time George Pollards lands, on the south side, being about 20 rods in breadth, and 80 rods in length.

By JOHN SOULE and WILLIAM PABODIE, and ordered by town this day, 17th of August to be recorded August 17th, 1680.

WILLIAM PABODIE, *Clark.*

1675. May 22. Vol a. Page 229. Whereas the town of Duxbury, May 22d, 1675, granted that Nathaniel Brewster should have that grant of land formerly made to Joseph Rodgers, about the old tar pits, laid forth unto him, as near according to grant as may be, and did appoint Phillip Dillano, sen., and William Pabodie to bound it unto him. Now so it was, the above named per-

sons, Phillip Delano and William Pabodie, have endeavored the same according to the best light we have, and therefore on May 22d, 1677, we the above named, went up to the old tar pit, and we began to measure on the west side the country road, a little southward of the tar pit, at a white oak tree, which we marked on four sides, and from thence we measured westwardly and along the south side of the pond, about fifty rods, to a little red oak sapling, marked on four sides, standing on the south side of a little hole or pond of water, then again we measured from the above said white oak, marked tree, southwardly Six score rods, marked a range of trees on the north and south sides, till we came to a white oak tree, which we marked on four sides for the length of the land, and from that last said white oak tree we measured westwardly about Seventy rods, marked a range of trees on the east and west sides until we came to another white oak tree, which we marked on four sides, for the breadth of the land, then we marked a range of trees on the north and south sides, in as right a line as we could, between the last said white oak marked tree, and the red oak sapling marked, that stands by the little hole of water above mentioned, for the westwardly bounds of said land, containing in all, about fifty acres of land.

Recorded according to order.

WILLIAM PABODIE, *Clerk.*

1680. Jan. 31. Vol. a. Page 230.

Where as the town of Duxbury January 31st, 1680, did give liberty unto Josiah Holmes to exchange a parcel of that land formerly given by the town to Mr. Holmes, situated, or lying upon the hills or raised plains, on the easterly end of Robert Barker, Sen., his land, near the head of Robinson's creek, and appointed John Tracy, John Soule and William Pabodie, or any two of them, to bound it out to him.

Now so it is that we whose names are under written, repaired to the plains aforesaid, and there measured out unto the said Josiah Holmes, and on the southwest side of those lands formerly laid out unto George Russell's heirs, about twenty four acres of land, bounded at the head with a pine tree marked on four sides, being the southwest corner bound, and so with a straight line to a red oak tree marked, standing on the west side of the path that goes from Pudding brook to the head of Robinson's creek, which said tree was the south east corner bounds, of Mr. Holmes his land aforesaid, containing or extending in breadth on the south east end, about 52 rods and 36 rods in the narrowest end, and about 80 rods in length, upon consideration of the surrender of all those lands lying on the south east side of a little run of water that comes from the lands of Robert Parker aforesaid, and falls into Robinsons creek, the said run now being the bounds of the said Holmes's land, until it comes to a red oak tree marked, standing on south east side of said run, and with a straight line to run to the above said red oak marked tree standing on the westerly side of the path that goes from Pudding brook to the head of Robinsons creek, and so to the North river, containing about 25 acres more or less, which is to return and remain to the towns commons. These bounds were set, and lands measured, this, the first day of May, 1682, by

JOHN SOULE.

WILLIAM PARODIE.

By order of the town,

WM. PARODIE, *Clark*.

1682. Aug. 26. Vol. a. Page 231. The town of Duxborrow have granted unto William Clarke of Duxborrow, about fifty or sixty acres of land lying a little to the westward of the South river, and Goodman Wadsworths land in Duxborrow, always provided there shall be a highway

allowed through the said land, either where it now goeth, or as convenient, upon consideration that the said William Clarke shall surrender his grant of land about Matakeesit to the town, quantity for quantity.

Whereas the town of Duxborrow Aug. 26th. 1682, granted unto William Clark by way of exchange, a parcel of land lying on the westward of South river and Goodman Wadsworths land, situated in Duxborrow.

1682. Aug. 26. Vol. a. Page 231.

We, whose names are under written, being ordered by the town to bound and range lands as occasion shall require, have bounded out the above said parcel of land unto William Clark, viz: We began at a red oak tree marked on four sides, standing to the eastward of William Clark's house, and a little to the southward of the highway, or path, and a little brook, where the brook and path cross each other, and from that red oak marked tree with a straight line, west south westwardly half a mile or 160 rods, to another little red oak tree marked on four sides with stones about it, and from that last said red oak marked tree, with a straight line north north westwardly to another small red oak tree marked on four sides with stones about it, about sixty rods, for the breadth of the said parcel of land, and then with a straight line from the last said red oak tree, to a stake with stones about it, standing upon the plain about 160 Rods distant, and about east north east from the last said tree, and about 60 rods, and about north north westward from the first said red oak tree marked, standing on the south side the above said brook and path. This parcel of land was bounded and laid out the 14th day of November, 1682—by

JOHN TRACY.
WM. PARODIE.

and voted by the town of Duxborrow to be recorded.
Mch 26, 1682-3.

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1682-3. March 26. Vol a. Page 232.

Whereas, the town of Duxborrow did formerly grant unto Henry Samson, of Duxborrow, a small parcel of land near Robinsons creek, in Duxborrow, and the record of the said parcel being burnt with the Clerks house, the said land should be again recorded in the towns books. The bounds of said parcel of land are as followeth, viz. Westwardly it is bounded with the meadow of Robert Barker, northwardly by the land of Robert Sprout, of Scituate, southwardly with the land formerly granted to George Russell's children, and so runs half a mile in length towards the south eastward, from the above said meadow at Robinsons creek or brook.

by me,

WILLIAM PABODIE, *Clark.*

1682-3. March 26. Vol a. Page 232.

Whereas, the town of Duxborrow, May 16, 1682, gave Lieutenant Robert Barker a small parcel of land lying on the north side of his own land, which lay on the north side of pudding brook, and on the east side, the path that goeth from pudding brook to Berstowe's bridge, and appointed John Tracy, John Soule and Wm. Pabodie, or any two of them to lay it out unto him. We whose names are underwritten, the 29th day of May, 1682, bounded out the said parcel of land as followeth, viz. We began at the bounds of the said Barker's land by the side of the above said path that goeth from Pudding brook to Berstows bridge, and along that path northwardly to a little white oak tree, which we marked on four sides, standing a little southwardly on Marshfield highway, and then by a straight line eastwardly to a red oak tree, marked on two sides eastward and westward, and so right to another red oak tree, (and across Marshfield path) marked on two sides, eastward and westward, and then with a straight line north-eastward, about 55 rods, to a pine tree, marked on four sides, and then with a straight line south-eastward, about ten rods, to a

white oak tree marked on four sides, and then with a straight line southwardly about fifty rods, by a pine tree marked on the North and South sides, to the above said Marshfield path, and then the said path to be the bounds eastward towards the head of said Barkers land. This parcel of land containeth about twelve or thirteen acres of land, more or less, was ordered by the town of Duxborrow, to be recorded in their town records.

JOHN SOULE. March 26, 1682-3.

WM. PABODIE. WM. PABODIE, *Clerk.*

1683. June 4. Vol a. Page 178.

This writing doth witness an agreement between Alexander Standish and William Pabodie, both of Duxborrough, in the jurisdiction of New Plymouth in New England. Viz, the above said Alexander Standish having a certain parcel of meadow land lying by the bay side, and on the south side the creek called the Eagle, partly against John Sprague's land, and partly against the above said Pabodie his land, and having no way to it by land, but over other men's land. Now, so it is, that the said Alexander Standish hath bought a way, or liberty with egress and regress for cart or foot, over the said Pabodie's land to said meadow, and hath freely and fully, and absolutely given the said Pabodie about one acre of land for said way, the land joins to said Pabodie's land on the west side, and is bounded by the New highway that goeth between Thomas Boney's and the said Pabodie's land, till a little to the southward of Pabodie's land and spring, and then it is bounded by a white oak tree marked on four sides, and then with a straight line, south-eastward to another white oak tree marked on four sides, and so with a straight line south-eastward to a red oak tree marked on four sides and on that said south-east line to a stone set in the ground a little to the westward of a white oak tree, which stone is the bounds between the lands of William

Brewster, Alexander Standish and William Pabodie. This parcel of land, thus bounded as above said, containing one acre, more or less. I, the said Alexander Standish, hath given unto the said William Pabodie, his heirs, executors, administrators and assigns, forever, with wood, water, stones, privileges and appurtenances there unto belonging, on the other side I, the said William Pabodie, hath freely, fully and absolutely given and granted liberty and privilege unto the above said Alexander Standish, he, his heirs, executors, administrators and assigns, forever, to pass over my land to his meadow land, for cart and foot, for cutting, making and carting of hay, or anything about fencing of said meadow, forever, only if the said Paybode or any after him shall see cause to fence in any land that lyeth right in the direct way to said meadow, then the said Alexander, his heirs and assigns shall pass on this side of the fence, or on that side the said fence where they shall like best, but if they cannot pass on either side of said fence conveniently for hills or dirt, then they shall have liberty to pass through the said fence at gates or bars, which they who erect the fence shall make, and then the said Alexander shall pass on this side, or on that side, any corn, or plowed land within the said fence when there shall be left convenient room for carting, but if no convenient place be left for carting, then the said Alexander, he, his heirs and assigns, shall have liberty to cart over the corn or plowed land without any interruption of me, the said William Pabodie, my heirs and assigns, forever, provided still, that the said Alexander, his heirs and assigns, shall carefully at all times shut such gates, and put up such bars as they shall have occasion to open, or make use of in carting or passing to or from the said meadow, that so the said Paybodie nor any that succeed him be not damnified there by, and further more, we the above said Alexander Standish and William Paybodie, have agreed to put this writing or instru-

ment, upon the public records of the town of Duxborrough.

In witness where of we have here unto set our hand.

Dated, June 4, 1683.

Signed in the presence of

DAVID ALDEN,	ALEXANDER STANDISH.
JOHN ROUSE.	WILLIAM PAYBODIE.

1682. Feb. 26. Vol. a. Page 233-4.

We whoes names are under written, being ordered by the town of Duxborrough to bound the land formerly granted by the Court to Mr. William Collier at North hill in the township of Duxborrough afore said, have accordingly done the same, viz: We began the bounds on the north side of North hill, at a hollow or low place where the water some times runs out of a swamp on the east side, into a swamp on the west side, the swamp on the east side being the bounds of the said land; until it meets with a small strait of upland between two swamps, where stands a white oak tree marked on four sides for the bounds, the place or strait of land is commonly called Bilingsgate, and so southwardly the swamp at the east side being the bounds, until it comes to another strait or ridge of land, where stands a red oak tree marked for bounds, and so southwardly, a swamp being the bounds on the east and south east side, until it comes to a hollow or low place on the southwardly side or end where the water some times runs out of the said swamp into North hill meadow, and then that said hollow or low place, to be bounds on the south and southwest side or end, the said hollow or low place hath three white oak trees marked on the north side thereof, and then bounds to go from the most north westward marked tree, with a straight line westwardly over a small neck of upland and a small meadow swampy, to a white oak tree marked, and so along westwardly to a red oak

1682-3. Meh 26. Vol. a. Page 233-4.

tree marked, then with a straight line westwardly to a rock, about one rod to the southward of the brook, and so with a straight line westwardly to two small maple trees standing together marked, and then with a straight line, from said maple trees northwardly to a cedar tree marked on two sides, Southward and Northward, and then with a right line northwardly to a stake, and then from that stake westwardly with a straight line, to a red oak tree marked, standing a little to the southward of the meadow, and then from that last said red oak tree with a straight line northwardly, and across the meadow, to a small white oak tree standing on the north side of said meadow, and then from that last said white oak tree, the upland to be the bounds on the west side of the meadow all along northwardly until it comes to a pine tree marked, standing on the west side of said meadow, and then from that pine with a straight line north eastward to a small maple tree marked, standing on the southwardly side a little run or brook, and then easterly by the run or brook, being the bounds on the northwardly side or end until it meet with North hill brook, and then the said North hill brook to be the bounds on the west side, until it comes to a maple tree marked, standing on the east side, the brook, and then the upland to be the bounds on the East side, and so along southward till it comes right against a small point of upland belonging to North hill, and then around a little swamp, the swamp

1682-3. Meh 26. Vol. a. Page 234.

being the bounds of the upland, until it comes to the first said hollow, or low place where the water runs sometimes out of the East swamp, into the last said swamp, being westward, there being a red oak tree marked, standing about one rod to the southward of the said run or hollow place.

This parcel of land was bounded the 26th day of February, 1682, by

JOHN SOLE. WILLIAM PABODIE.

and allowed by the said town of Duxburrough to be recorded Meh 26th, 1682-3.

WILLIAM PABODIE, *Clark.*

1683-4. Feb. 23. Vol. a. Page 235.

Where as, we whose names are under written, are appointed by the Towns of Duxburrow and Marshfield to run the lines, and settle the bounds between the townships of Duxburrow and Marshfield, as by the records of the said towns doth appear. We have accordingly run the said lines and settled the bounds as followeth, viz:

From the rock that is flat on the top near the house of Clement King, Northwest to the North river, and have marked several trees in the range, and about 12, or 15 rods North eastward of Samuel Hach's house we raised a heap of stones, and from the said rock South east to the cart way between Samuel and Seth Arnolds, where we raised a heap of stones, and from thence to Green's harbour fresh, the path to be the bounds, and on the Eastward side of said fresh, just above where the said way goes through it, we raised a heap of stones, and from hence on a straight line to a tree of white oak, with the top broken off, called Poles, which said tree stands by the cart way, just where an old foot path turns out of it towards Carswell, and between the said ways, and from thence on a straight line to the Southwest side of Edward Bump's land, so called where he formerly lived at Duck hill, taking in the said sand some times the said Edward Bumpusses to the township of Marshfield, and these bounds aforesaid to be the bounds between the said townshires of Duxborrow and Marshfield for ever more.

In witness whereof, we have hereunto set our hands the three and twentyeth day of February, 1683–4.

William Pabodie. Nathaniel Thomas.
John Tracy. Samuel Sprague.

Transcribed and recorded by me

Rhodolphus Thacher, *Clerke.*

May 22d, 1684.

1684. June 17. Vol. a. Page 236.

May the third, 69. The town have sold unto Benjamine Church a certain parcel of meadow at Namassakeesit, lying between Matakesit brook, Indian head river and Sedar swamp, ten acres, for Six pounds, lying together and more to the —— of twenty acres for ten shillings an acre if he please, and have chosen Mr. Constant Southworth and William Paibody to lay it forth unto him, and give him a deed for the same in the Town's behalf.

Transcribed and recorded by me,

RHODOLPHUS THACHER, *Clerk.*

June 17th, 1684.

1684 June 14. Vol. a. Page 236.

Where as the town, May third, '69, did sell unto Benjamine Church, ten acres of meadow land for Six pounds, and what more he would, not exceeding ten acres, for ten shillings an acre, and he, at a town meetiag May the twenty third 1670, desired but five acres more, that is fifteen in all. We who were appointed by the town to lay it forth and bound the said land, have accordingly done, viz: The Eastward bounds Namassakeesit River from the mouth of Indian head River to the coming in of the Great Cedar Swamp brook into Mattakesit river, and up that said brook unto a white ash tree marked by the brook side, and from the mouth of Indian head river, to a point a little above a creek where there is a maple tree marked, Indian head river being the Northern bounds, and from that said marked maple tree, with a straight line to the above said ash tree marked, for the westwardly bounds.

This land was laid out and bounded as is above expressed, this first day of June 1670, by Constant Southworth and Wm. Pabodie.

Transcribed and recorded by me,

RHODOLPHUS THACHER, *Clerk.*

June 14, 1684.

1684. June 21. leaflet marked a. No page.

The bounds of George Russel and John Russels meadow is as followeth, viz: on the north westerly side with the meadow of John Hudson, and the south easterly side with a small white oak tree marked, and so to run south west and by south ——— by stakes in said meadow to the river.

JOHN SOULE.
JOHN TRACE.

June 21st, 1684.

1684. June 21. leaflet.

The bounds of Lieut. Robert Barker's land on the North river, which was laid forth to Thomas Bird of Scituate is as followeth, viz: from a great white oak tree which is the bounds of George Russels lot, so to run westerly to a —— tree marked, and so on the same line to the meadow, and from the above said white oak tree to run North and by East, to a small red oak tree marked, and from thence to run north west to a stake and heap of stones, and so to run westerly to a leaning white oak tree marked, standing by the river side, and —— the said river and meadow to be the westerly bounds until it meet with the first mentioned line.

JOHN SOULE.
JOHN TRASH.

June 21st, 1684.

1684. July 12. leaflet a.

The bounds of Robert Barker Senr lands, on the westerly side of Namasakeesett brook is as followeth, viz: On the south side, by the land of William Tubbs Jr and bounded at the head, at the Northwest corner with a red oak tree marked on four sides, and from thence running easterly to a stake with a heap of stones, from thence, more Northerly, to a red oak tree marked, and from thence running North East, and by East to a white oak tree marked on four sides, and so on the same line to said brook which is the Northeasterly bounds.

JOHN SOULE.
JOHN TRASH.

July 12th, 1684.

1684. July 10. leaflet a. The bounds of the lands of Robert Barker Senr lying on the Easterly side of Namassakeesit brook or river is as followeth, viz:

On the westerly side butted by said brook, and bounded on the southerly or south west side, with a rock by the highway near said brook, and so along said highway to a white oak tree marked, and so running South East nearest, by a range of trees marked, to a stake with a heap of stones, which is the southerly corner bounds, and from thence running Northerly for the head bounds by a range of trees marked, to a red oak tree marked on four sides, and thence from said tree, running westerly to a great white oak tree marked on four sides and

1684. July 10. leaflet a. from said tree running with a straight line to a pine tree marked on four sides, which said tree is the corner bounds of John Hudson's lot, which said lot is the northerly bounds, till it comes to said John Hudson's meadow, and from said meadow to be the bounds till it meet with Pudding brook, and said brook to be the bounds till it falls into Namassekeesit river, with all the meadow lands within these bounds, lying on the Easterly side of said river.

By us,

John Soule.
John Wadsworth.
John Tracie.

July 10th, 1684.

1684. June 21. leaflet a. The bounds of the meadow of George Russels is as followeth viz: Bounded on the southerly side with Pudding brook, and Easterly and Northerly, with the land of Robert Barker Senr till said land, and said Pudding brook meet together, which said meadow is the three acres of meadow excepted in the record of Robert Barker Jr.

John Soule.
John Trasie.

June 21st, 1684.

1684. June 21. The bounds of the lands of Thomas Rogers of Namassakeesett. and granted to Mr. William Wiswall. William Brett. Thomas Hayward an Thomas Robins of Duxbury at Mattakesit is as followeth viz:

Bounded on the Easterly by the brook or run. on the southerly side with a small red oak tree marked. and so running North north west by several marked trees in said range, to a stake and stones, which is the south westerly corner bounds, and on the northerly side by a maple tree marked, standing by the said brook, so running along by the high way to a small sassafras tree marked in a swamp with a heap of stones, which is the North westerly corner bounds.

JOHN SOULE.

JOHN TRASH.

June 21st, 1684.

1684. June 21. leaflet. The bounds of the lands of Robert Barker Senr, on the north side of Pudding brook, is as followeth. viz: Bounded on the northerly side with the land of George Russel, only extending more Easterly to a stake for the head bounds, and from the said stake by a straight line crossing the road to the afore said brook a little below the bridge, and so bounded by the said brook, till it falls into Mattakesit river, which said river is the westerly bounds, with all the meadow within these bounds, excepting three acres of meadow lying next to Pudding brook.

By us.

JOHN SOULE.

JOHN TRASH.

June 21st, 1684.

June 21. 1684. leaflet. The bounds of the meadow granted to William Tubbs Senr now in possession of John Hudson is as followeth: Bounded on the northerly side with Pudding brook, and on the Easterly side with the land

of John Hudson, on the southerly or south west side, with the land of Robert Barker Senr till the land of said Barkers land and said brook meet together.

JOHN SOULE.

JOHN TRASIE.

June 21st, 1684.

1684. June. Vol. a. Page 237.

The town of Duxburrow have granted unto John Russel of the said town, twenty acres of land lying at a place commonly called Robinson's creek, bounded Northerly or towards the North East, with the land granted unto Henry Samson, to the west or north west, partly the meadow of Robert Barker, and partly with the two acres of meadow granted by the town of Duxborrow unto the said John Russel, Southerly or towards the South west, with the land that Josiah Holmes exchanged with the town of Duxborrow which was formerly the land which was given unto Mr. John Holmes, and the said twenty acres of land is by the town grant to extend half a mile in length towards the south east together with one acre of meadow, bounded on the North, or towards the North East, with the meadow of Robert Sprout, to the East or inclining to South East with the upland granted to Henry Sampson, to the south west, with the land of said Samson, and to the West, or inclining to the North west, with the land of the afore said Henry Samson of Duxborrow.

Recorded by m

RHODOLPHUS THACHER, *Clerk*.

——— the hands of those appointed by the town to order such matters, whose names are as follows:

JOHN TRACY.

JOHN WADSWORTH.

JOHN SOULE.

This 17th of June, 1684.

1684. June 17. Vol. a. Page 238.

The town of Duxburrow having made choice of Ensign John Tracy, John Soule and John Wadsworth, (as doth appear by the records of said town) to be a committee to run ranges, and to consider what are men's just and lawful rights and titles to land, and possessions, by such light as to them shall appear, that by order from them the above said committee, to the town clerk, the said land and possessions might be committed to public town records, where record doth not appear. The above said committee doth begin amongst the inhabitants of Matakeesit, or the lands adjacent there unto, June 17th, 1684.

We run the head line of the fifty acre lot granted to William Tubs Sen, now in possession of John Hudson as followeth. Beginning at a pine tree marked on four sides, (being the corner bounds between Goodman Paibody's land, granted him by the town, and now in the possession of Lieu Robert Barker) and so from the aforesaid pine tree to another pine tree marked on two sides, and so to a small white oak tree marked, and so to a small red oak marked, and so to a small white oak tree marked, and so to a stake with a ditch or trench, about it, and so by a straight line to the brook or meadow, and this line runs East north east nearest.

by us

JOHN TRACY.

JOHN SOULE.

JOHN WADSWORTH.

1684. June 4. Vol. a. Page 238-9.

The testimony of William Pabodie, aged 64 or there about, Saith that Mr. Constant Southworth and myself being employed by the town of Duxbury, to lay out a parcel of land for William Tubs, near Namassakeesit in the township of Duxbury afore said. We the above named, did bound it out unto him on the south side of Pudding brook, the said brook and meadow were the bounds on the north

side, and two trees which we marked were the bounds on the south side, and from the meadow, which was the bound of the west end, it was to extend half a mile into the woods. The above written I shall testify upon my oath, if legally called there unto, as witness my hand June 4th, 1684.

WILLIAM PABODIE.

Transcribed and recorded by me,

RHODOLPHUS THACHER, *Clerk*.

1684. July 10. Vol. a. Page 239.

The bounds of the meadow of George Russel and Thomas Rogers of Marshfield is as follows, viz:—Bounded on the northerly side by the meadow of Robert Barker Sen, and Westerly by the upland, and Easterly by the brook, and Southerly by a white oak tree marked, standing by the upland, and from thence running South east and by East nearest, to a stake, and so to the brook.

JOHN SOULE.
JOHN WADSWORTH.
JOHN TRACY.

July 10th, 1684.

1684. June 21. Vol. a. Page 239.

The bounds of the lands of Thomas Rogers of Marshfield, granted to Mr. William Witherel, William Brett, Thomas Hayward and Nicholas Robins of Duxborrough at Matakesit is as followeth, viz:

Bounded Easterly by the brook or River, on the Southerly side with a small red oak tree marked, and so running North North west by several marked trees in the range to a stake and stones, which is the south westwardly corner bounds, and on the Northerly side, by a maple tree marked, standing by said running brook, so running along by the high way to a small sassafras tree marked, in a swamp, with a heap of stones, which is the Northwesterly bounds.

By us,

JOHN SOULE.
JOHN TRACY.

June 21st, 1684.

1684. Oct. 20. Vol. a. Page 240.

The bounds of the land of James Bishop, is as followeth, viz: Begining at a white oak tree marked on four sides, which said tree is the corner bound of said land, and from thence, North North East, with a range of trees marked on two sides, to a red oak tree marked on four sides, by the side of Abraham Pierce's land, which said tree is the corner bound of said Bishops land, and from thence, westerly, to a spruce tree marked on four sides, and so to a black oak tree near the out side of Cedar Swamp and with said brook southwardly to the old bay path, which said path and brook are the corner bounds of said lands, and by the path to a white oak tree marked on four sides, and from thence Easterly nearest to the first said corner bound, the path being the southerly bounds of said land.

July 10th, 1684.

JOHN TRACY.
JOHN SOULE.
JOHN WADSWORTH.

Recorded by

RHODOLPHUS THACHER, *Town Clerk.*

this 20th Oct., 1684.

1684. July 10. Vol. a. Page 240.

The bounds of the land of John Rogers of Marshfield, lying on the Easterly side of Namassakeesit brook or River, is as followeth, viz: butting westerly upon said brook, and bounded on the North east side by the land of Robert Barker Sen. and on the south side by a red oak tree marked on four sides, and from said tree running north west nearest to said brook, and from the aforesaid tree south east nearest to a red oak tree marked, for the Southwest side corner bound, and from said tree, by a north east line to a stake with a heap of stones, which is Robert Barkers corner bound, which is the head

bound of this lot. This lot hath an allowance in the breadth for that the high way goeth through it.

July 10th, 1684.

By us,

JOHN SOULE.
JOHN WADSWORTH.
JOHN TRACY.

1684. June 17. Vol. a. Page 242.

The bounds of Lieutenant Robert Barker's land, is as follows. Begining on the North side of Pudding brook, where Plymouth road goes over the brook on the eastern side the said road, and so bounded by the path, to a small white oak tree marked, from thence easterly to a black oak tree marked, from thence northerly to a pine tree marked, from thence easterly to a white oak tree marked, from thence Southerly to a pine tree marked, there meeting with Marshfield road, and so by an easterly line to a great pine tree marked on the north side, of Marshfield road, from thence upon a square line to a spruce or white pine tree marked, and by the same line to Pudding brook, with all the meadow land on the north side of the brook within these bounds, as also all the meadow land on the south side of Pudding brook, from the afore said road up the afore said brook, to the upermost rock in said brook, a little below Beaver Dam.

June 17th, 1684.

By us.

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACY.

Transcribed and recorded by me, January 12th, 1684.

RHODOLPHUS THACHER, *Town Clerk.*

1684. July 12. Vol. a. Page 243.

The bounds of Lieutenant Robert Barker's land at the North River, which was laid forth to Thomas Bird of Scituate is as followeth, viz: From a great white oak tree which is the bounds of George Russel

lot, so to run westerly to a crooked tree marked, and so, on the same line to the meadow, and from the above said white oak tree, to run North and by East, to a small red oak tree marked, and from thence to run North West to a stake with a heap of stones, and so to run Westerly to a leaning white oak tree by a rock marked, standing by the River side, and so the River and Meadow to be the Westerly bounds until it meet with the first mentioned line.

June 21, 1684.

By us,

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACY.

Transcribed and recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

Jany 22, 1684–5.

1684. July 12. Vol. a. Page 242.

The bounds between the meadow of Lieutenant Robert Barker, and the upland of John Hudson, lying on the southerly side of Pudding brook, to the easterly side of the road is as followeth, viz:

Begining at a small white oak tree marked on four sides, standing square with the rock in the brook, which is the upermost bounds of said Barker's meadow, and from said marked tree to an ash tree marked, so to a maple tree marked, and so to a spruce tree marked, and so to another spruce tree marked, and so another spruce tree marked, and so to a maple tree marked, and so to a white oak tree marked, and so to another white oak tree marked, and so to a birch tree marked, and so to said Pudding brook.

The above mentioned bounds were made and concluded by a mutual consent, and agreement between said Barker and said Hudson.

In witness here unto they have set their hands July 12th. 1684.

The mark of (O) JOHN HUDSON.
ROBERT BARKER.

In presence of us witnesses:

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACIE.

Transcribed and recorded by me,
RHODOLPHUS THACHER, *Clerk.*
Jany 13, 1684–5.

1684–5. Jany 22. Vol. a. Page 244.

The bounds of Mr. William Kemps at the North River is as followeth, viz:

Butted and bounded on the Northern End and Easterly side by said river and meadow, from a heap of stones raised between two small trees marked, which is the Westerly bounds of said Kemp's lot, and the bounds between Mr. William Witherly's lot and said Kemp's lot, which heap of stones is near said North River, and from thence, running with a straight line, East South East nearest, to a rock with some stones upon it, for the Westerly head bounds, from thence by a straight line, East North East, nearest, for the head line, to a walnut tree standing by the meadow side, marked on four sides, with all the meadow lying and being on the Westerly side of said North River, from the Easterly bounds of Lieu Robert Barker's meadow, running down said River to bounds of the meadow of George Russel, lying near the mouth of a creek commonly called Robinson's creek.

June 20th, 1684.

By us,

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACY.

Transcribed and recorded by me,
RHODOLPHUS THACHER, *Clerk.*

1684.
June 18.
Vol. a.
Page 245.

The bounds of the meadow at Robinson's creek the line between George Russel's meadow towards the head of the creek, and the meadow of Robert Barker Sen is from a white oak tree marked by the meadow side, by a line running East South East nearest, across the said meadow to a red oak tree marked on the other side of the meadow, these are to be the bounds of Robert Barker's meadow toward the South west, and the bounds toward the north east are from a red oak tree marked, by the side of Mr. Seabury's land, running East and by north to a maple stump marked, in the meadow, and so to a stake, and so upon the same line to the creek, containing all the meadow within these bounds.

June 18th, 1684.

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACY.

Transcribed and recorded by me,

RHODOLPHUS THACHER, *Clerk.*

Jany 22d, 1684–5.

1684–5.
Jany 23.
Vol. a.
Page 245.

The Bounds of the meadow of Robert Barker Sen, lying upon the North River, over against a place commonly called Palmer's Landing place, bounded toward the East North East, from a tree stump with a heap of stones at the root, by a North North East line by two stakes in the meadow, to the afore said River, a little to the westward of the mouth of a little creek, and so up the River, untill the upland and the River meet together, containing all the meadow land within these bounds.

June 18, 1684.

By us,

JOHN SOULE.
JOHN WADSWORTH.
JOHN TRACY.

Transcribed and recorded by

RHODOLPHUS THACHER, *T. C.*

Junuary 23d, 1684–5.

1684–5. Jany 23. Vol. a. Page 246.

The Bounds of the land of Robert Baker Sen, on the North side of Pudding brook, are as followeth, viz: Bounded on the Northerly side with the land of George Russell, only extending more Easterly to a stake, for the head bound, and from the said stake by a straight line, crossing the road, to the aforesaid brook, a little below the bridge, and so bounded by the said brook, till it falls into Mattakesit River, which said River is the Westwardly bounds, with all the meadow within these bounds, excepting three acres of meadow lying next to said Pudding brook.

Jan. 24, 1684.

JOHN WADSWORTH.
JOHN SOULE.
JOHN TRACY.

Transcribed and recorded by

RHODOLPHUS THACHER, *Clerk*.

Jany 23d, 1684–5.

1683. May 21. Vol. a. Page 246.

In the year 1659. At a town meeting the 19th day of January, The town granted to Mr. John Alden Sen, all that piece of common land, from the south of Phillip Dillano's, that is to say on the south side of his land, and from the westerly bounds of said side upon a south, and so along the head of the above said John Alden's lot until it comes to a point, not running the whole breadth of his lot.

Recorded by order of the town,

21st May, 1683.

By me,

RHODOLPHUS THACHER, *Clerk*.

1685. July 21. Vol. a. Page 246-7.

The Bounds of the lands of Isaac Peirce, on the westerly side of Namassakeesit brook or River, are as followeth, viz: Bounded on the Easterly side by said brook, and on the Southerly side by a red oak tree marked, near the said brook, so running westerly to a white oak tree marked on four sides for the

head bound, and on the Northerly side, by a red oak tree marked, near said brook, and so running Westerly to another red oak tree marked, and so to a stake, and from said stake running Southerly, for the head line, to the aforesaid white oak tree marked. These bounds were set by the free consent of Abraham Peirce, July 13, 1684.

Transcribed and recorded by m

RHODOLPHUS THACHER, *Clerk.*

July 21st, 1685.

1684. Oct. 18. Vol. a. Page 247.

The Bounds of the Upland of Samuel West, of Duxborrough, formerly granted to James Lendall, is as followeth, viz

Bounded on the easterly side by a white oak tree, standing near the Mill brook, which is the bounds of the land of Francis West, and so by said land to another white oak tree marked, and from thence by a square line for the head bound, to a red oak tree marked, and so to the brook, and so bounded by said brook.

Oct. 18, 1684.

By us,

JOHN WADSWORTH,
JOHN SOULE,
JOHN TRACY.

1684. Oct. 18. Vol. a. Page 247-8.

The Bounds of the upland lands, formerly granted to William Hilier and George Polard, and now in possession of Samuel West, is as followeth, viz

Lying on the south side of a swamp, and the west side of the Stony or Mill brook, running up said brook from the north side of said swamp, south and by west, Eighty poles for the breadth, and to a red oak tree marked with stones, from thence by trees marked running west south west to a white oak tree marked, for the corner bound, from thence by trees marked with heaps of stones by them, ranging to a white oak marked, by Green's Harbour brook, with

a heap of stones by it, and from said tree, running eastwardly upon a straight line to a red oak tree marked, at the head of aforesaid swamp, and so running a long said swamp on the north side to the homestead, or house lots, with all the meadow land on the north side of said brook lying before the land.

Oct. 18, 1684.

By us,

JOHN WADSWORTH,
JOHN SOULE,
JOHN TRACY.

1685. Dec. 25. Vol. a. Page 248.

The Bounds of the Meadow of Isaac Pierce, is as followeth. Bounded westerly by the uplands, and northerly by the meadow of Abraham Pierce, and easterly by a white oak tree marked, standing near said brook.

July 10, 1864.

By us,

JOHN SOULE,
JOHN WADSWORTH,
JOHN TRACY.

Recorded by me,

RHODOLPHUS THACHER, *Clerk.*

Dec. 25, 1685.

1685. Feb. 18. Vol. 249.

We whose names are under written being chosen by the town of Duxborrough to lay out land, we have laid out unto William Clark, fifty acres of land formerly granted unto Stephen Briant, and since granted to Clark, and is bounded on the north east side by the line between Marshfield and Duxburrow, and is bounded at the foot of a small red oak tree, marked, by Abraham Holmes' land for the north east corner bounds, so running along said line to a pine tree marked, being in length 160 Rods, and

from said tree, running south west nearest, in breadth 50 rods to a red oak tree marked, for the south west corner bound, and by a red oak tree marked, for the south east corner bound.

JOHN SOULE,
JOHN TRACY.

This above written was approved by the town, and Recorded by me,

RHODOLPHUS THACHER, *Clerk*.

1685. Feb. 18. Vol. a. Page 250.

DUXBURROUGH, FEB. 18, 1685.

The land of Edward Southworth was ranged by us, viz John Soule, Abraham Samson, Junr and Thomas Dellano, and it is as followeth. From a stake and a heap of stones near the Ruins of Rose old house, and from thence by another line a little westerly 50 Rods to a red oak tree marked, and from said oak tree westerly to the old path that leadeth to Marshfield, and then by said path to the highway, lately set forch, and then by said road easterly to the land of Goodman Simons, and then said Simons' land to be the bounds with the points thereof to the Marshlands, and then by the Marsh bounded to the Mill brook, and by said brook and Mill pond, to the aforesaid stake and stones.

The above written was approved by the town, and Recorded by me,

RHODOLPHUS THACHER, *Clerk*.

The land of Captain Church, laid forth by us, John Soule Abraham Sampson Junr and Thomas Delano, February 18th 1685, and begineth at a stake and stones near the ruins of Rose old house, and then by another line, a little westerly 50 Rods, to a red oak tree marked, and then by a westerly line to another red oak tree marked, and from said red oak tree by a south line a little easterly to a stake and stones, near the upper part of the Mill pond, which said south line is the east side of Ed-

mond Weston's land, and the West side of Edmond Weston's land, begineth on the north side of a swamp that leadeth down to the Mill brook, and a white oak marked, a distance from the swamp, and so by a north line a little westerly, to a great crooked red oak, and from thence to the red oak marked as aforesaid. The head of Captain's land.

The above written was approved by the town and Recorded by me,

RHODOLPHUS THACHER, *Clerk*.

1684. Jan. 20. Vol. a. Page 251.

The Bounds of Mr. William Witherel's lot at the North River, is as followeth, viz Bounded on the easterly side by Mr. Kemps land, and south westerly for the breadth, to a heap of stones between the land granted to John Willis, and in possession of Lieutenant Barker, and for the length, by a line running north north west to said River, and south south east to a stake by a swamp's side, and from thence east north east to a rock with stones upon it, which is the south west corner bound of Mr. Kemp's lot. But finding this lot to be but twenty two rods in breadth, it is added at the head from the aforesaid stake, 32 rods to a stake standing in a swamp towards George Russel's land, and from thence 22 rods to another stake, and from thence more northerly 6 rods, to another stake, and from thence by a square line to a stake by Mr. Kemp's head line.

June 20th, 1684.

By us,

JOHN WADSWORTH,
JOHN SOULE,
JOHN TRACY,

1686. Mch. 30. Vol. a. Page 249.

March 30, 1686.—We John Soule, Abraham Samson, Junr, and Thomas Dellano, ranged the land of Elder Cushman, of Plymouth, lying near Jones River bridge in Duxborrough. Beginning on the north east corner, at a walnut tree marked, and so by a

west line unto the Marsh above the bridge, where we marked a red oak, and then bounded by Marsh and River, to the land of Joseph Wadsworth, where we marked a red oak, and then by an east line to the mouth of the River aforesaid, and so by the line where the walnut tree standeth, where we began as aforesaid.

The above written was approved by the town, and

Recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

1685. Oct. 25. Vol. a. Page 241.

We whose names are underwritten, being a true and lawful Jury, have according to order of Court, bounded out the road from Marshfield bounds, to Plymouth road, which is in manner as followeth.

Begining at Green's Harbour brook, there we marked a red oak on the Westwardly side of the road, so laying out the beaten road, or old cart way to the Mill Bridge, for the King's highway, bounded on the Westerly side with several trees marked with three chops in every tree, still keeping the beaten road until we came to the above said Plymouth road.

Further also, we laid out the high way from Jones' River Bridge, unto the North river bridge, near as the beaten road now lyeth, and Bounded it out with several trees marked with three chops in every tree, and heaps of Stone on the Westwardly side of said road or King's high way.

ELNATHAN WESTON.
JOHN SPRAGUE.
ABRAHAM SAMPSON.
LIEUT. BARKER.
JOHN RUSSELL.
JOSIAH HOLMES.
EDWARD SOUTHWORTH.
ISAAC BARKER.
FRANCIS BARKER.
CABET SAMPSON.
BENJAMIN BARTLETT JR.

This 24th Oct., 1684.

Transcribed and Recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

Oct. 25th, 1685.

1686. Vol. a. Page 251. Dec. 9.

1686, the 9th of December. We John Soule and Thomas Delano, Laid out the land to John Thomas. Beginning at a heap of stones, and a stake on the North west side of a path coming from Marshfield, to a place called Dingley's Wolf trap, and so from said stake by a south west by west line, a little westerly four score rods, to a pine tree marked, and then by a South east south, by a range of trees, to a small pine tree marked, and then squaring, to a maple tree marked, and then by its square to the stake and stones afore said.

The above written was recorded by me,

RHODOLPHUS THACHER, *Town Clericus.*

1687. Sept. 20. Vol. a. Page 252.

At a town meeting 20th Sept. 1687.

The town did quit their claim to Great Wood Island, and gave their consent to the recording of it to Simon Rouse.

By me,

RHODOLPHUS THACHER, *Town Clericus.*

1684. July 12. Vol. a. Page 254.

The bounds between the meadow of John Hudson, and the upland of Lieut. Robert Barker lying upon the North River above the bridge, made and concluded by a mutual consent, and agreement between the said Hudson, and said Barker, and is as followeth, viz: Begining at a white oak tree marked on four sides ranging with a maple tree, which is the bound of the meadow, and from said white oak tree running to another white oak tree marked, and so to another white oak tree marked, and so to another white oak tree marked, and so to another white oak tree marked, and so to another white oak tree marked, and so to another white oak tree marked, and so to another white oak tree marked, and so to a maple tree marked, and so to another white oak tree marked, and so to another horn bound tree, and so to another horn bound tree marked, and so to a maple tree marked, and so to another maple tree

marked, and so to a heap of stones by said river side. And in Witness here unto they have set their hands this July 12th 1684.

In presence of us Witnesses

JOHN SOULE.
JOHN WADSWORTH.
JOHN TRACY.

The above written was transcribed and recorded by me

RHODOLPHUS THACHER, *Town Clerk.*

1684. July 12. Vol. a. Page 256.

The Bounds of the upland of William Tubs Sen. is as followeth viz:

Bounded Easterly by the upland of John Russel, and Westerly by Namassakeesit brook or river, and so said brook to be the bound up to a small brook, which brook falls into said Namassakeesit brook, which said small brook is the head bound, ranging Easterly till it meet with the land of John Russell, formerly granted to John Rouse Senr of Marshfield.

July 11, 1684.

By us,

JOHN SOUTHWORTH.
JOHN TRACY.

Transcribed and Recorded by me,
RHODOLPHUS THACHER, *Town Clerk.*

1688. May 14. Vol. a. P. 255-6

Where as in the year forty the Bounds of Duxborrough was set by the Court of New Plymouth, and it was ordered by the said Court that the meadow at the Gurnet should belong to said Duxborrow, and about the year Sixty, the said meadow was disposed of by the town of Duxborrough, as followeth

To Francis West, Edward Weston, William Clarke, Zacariah Soule, Joseph Alden, John Soule, and ordered Lieutenant Samuel Nash, and Phillip Delano to lay it forth the said meadow unto the above said men: which was accordingly done, and bounds made, and was recorded in the town books; But

since that time, the said books being burnt, these records were lost. But the fourteenth day of this instant, the new proprietors met together whose names are as followeth, Samuel Seabury, in the right of Francis West, Edward Southworth in the right of Edmond Weston, Samuel West in the right of William Clarke, Jonathan Alden in the right of Joseph Alden, John Soule in the right of Zachariah Soule, Josiah Howland in the right of John Soule: And on the said fourteenth day renewed the bounds of the meadow, which said bounds are as followeth:

The first lot, Edward Southworth's, on the South of the Gurnet creek, and said creek to a rock and a heap of stones, being the bounds thereof, and from said rock and stones, to a white oak and cedar marked, and stake and stones by the creek, ranging with the high land of Saquaquash. To Joseph Howland, being the second lot, and from said oak and cedar, to a cedar stump and stones, and by a stake and stones to the creek. To Jonathan Alden being the third lot, and from said stump, and stake and stones, to a cedar tree marked, and by a stake and stones to the creek. To Samuel West, being the fourth lot, and from said tree and stake along the beach to a place where the salt pan stood, and by a stake and stone, and range of stakes to the creek that makes the Gurnet Island.

To Samuel Seabury, being the fifth lot, and from said range of stakes, up the beach as far as the meadow doeth go. To John Soule, being the Sixth lot, leaving the Island to said proprietors undivided.

Dated May 14th, 1688.

The above written was transcribed and recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

1684. June 21. Vol. a. Page 262. The Bounds of John Hudson's meadow, is as follows. Upon the North River above the bridge, running up the said river, bounded by the river and the uplands to a maple tree marked, and from said

tree to run South west and by South nearest, to a stake in the meadow, and so to said river.

June 21st, 1684.

By us.

JOHN SOULE.
JOHN TRACY.

1692. Mch. 11. Vol. a. Page 252.

Whereas there has been some controversy between the Town of Duxborrough, and Major Josiah Winslow of Marshfield respecting the bounds of marsh between them. The said town of Duxbury having by an order of that town bearing date, the twenty-first of May 1674, enpowered Mr. John Alden Senr, Mr. Samuel Seabury, William Pabodie, John Tracy and John Soule, or any three of them to treat with said Winslow, and make a full issue and settlement of the said controversy as by the said order, is more fully expressed.

1692. Mch. 11. Continued. Vol. a. Page 252-3.

Be it known that on the 16th day of June 1674, Mr. Samuel Seabury, William Pabodie, John Tracy and John Soule, above said, met together, and after some agitation and treaty with the above said Josiah Winslow, agreed as followeth. That the bounds between the said Major Josiah Winslow and Town of Duxbury shall be and forever remain, and be known by these boundaries by us jointly set, and established, viz.

At the westerly, or south west corner of the said Major's marsh, by a stake and little hole cut in the marsh on the easterly side of Careswell creek, and so to another stake and hole cut in the marsh, bearing easterly nearest, from the first stake and hole, and is by a creek that runs easterly into the creek or river that leads towards the said Major's house, being from that second stake bounded by that creek as it winds and runs to the mouth of it, or falling into the said Majors river, and then crossing that river easterly, is still bounded by another creek almost opposite to the former, going out of the said Majors river easterly, and is the creek that

runs a little to the northward of a little wood island, the said creek to be the bounds as it flows, or runs up easterly or northerly, in its various turnings and windings, up to a hole cut in the marsh and stake pitched, near the said creek, and from that hole and stake, by a straight line to another hole cut in the marsh and stake near the river side, that runs up towards Gottom meadow, and bounded by that river, one reach of the said river which runs, by estimation, north east nearest, about twenty or thirty rods, into a little creek on the easterly side of the last mentioned Gotom river.

And from the mouth of said little creek, by a straight line to the north west corner of the marsh of John Washburn's or John Hobbes, and so as the said Hobbs, his marsh runs to the cut creek.

And have also agreed, that on consideration of the above mentioned agreement and settlement, the town of Duxbury shall allow, ratify, and confirm the sale of a certain tract of meadow or marsh, by the said Winslow, formerly sold unto William Pabodie and John Washburn aforesaid, lying near the mouth of the above said cut creek.

And finally, we the above mentioned Josiah Winslow, Samuel Seabury, William Pabody, John Tracy and John Soule, have agreed that this instrument being brought to public record, shall be a final and pupetual issue of the above said controversy.

In witness whereof we have hereunto set our hand the day and year above written.

JOSIAH WINSLOW, SAMUEL SEABURY,
WILLIAM PABODIE, JOHN TRACY.
JOHN SOULE.

The instrument above written was transcribed and recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

March 11, 1692.

1689. Jan. 22. Vol. a. Page 254.

At a Town Meeting in Duxburrough 22d Jany. 1689. The town did give unto William Tubs, thirty acres of land lying against said Tubs, his meadow, upon condition that he the said Tubs, does bear his part to the maintenance of the ministry, and other town charges, if it be to be had on the lower side of the broad cart way to the broad meadow.

By me,

RHODOLPHUS THACHER, *Town Clerk.*

1693-4. Mch. 22. Vol. a. Page 257.

In Reference unto the agreement of John Sprague and his mother, (now Ruth Thomas) at Plymouth, in court June 6th, 1683, about the bounds of their land in Duxbury. We whose names are underwritten, being employed about that business, have to the content and assent of both parties, settled the bounds of said land as followeth viz: From a white oak tree, with a straight line to a stake about the head of the creek, and so with a right or straight line from said tree up to a stake and stones, till it meet with the highway according to record Oct 8th, 1683.

JOHN TRACY,
JOHN SOLLE,
WM. PABODIE.

The above written with the two words interlined (and besides the three words scratched out) was truly transcribed out of the original agreement, and recorded by order.

By me,

RHODOLPHUS THACHER, *Town Clerk.*

This 22d March, 1693-94.

1690. No date. Vol. a. Page 257.

The bounds of the land of William Tubs jun^r on the Westerly side of Namassakeesit brook is as followeth, viz: Butted on the Easterly side and upon said brook, and on the Southerly side by the road, to a small sassafras tree marked with a heap of

stones, and on the Northerly side with a birch stump near the mill, and so to a red oak tree marked, and so to a stake by a rock with stones upon it, which said sassafras tree and said stake and rock, is the head bounds, and is recorded by order of the Committee to run ranges.

pr me,

RHODOLPHUS THACHER, *Town Clerk.*

1690. Feb. 21. Vol. a. Page 258.

We whose names are underwritten, Laid out unto John Soule, Land formerly granted unto Zachariah Soule, being on the West side of Pudding brook. We began at a great white oak tree and run 40 rods West by North, and marked a red or black oak tree with 4 marks, and from thence, South by West 160 rods marking many trees, and at the corner of the lot on said line, we marked a thriving white oak, and from thence we ran East and by South till we came to the brook aforesaid and the said brook the bound of the said land on one side 40 acres, more or less, this 21st day of Feb., 1690.

Recorded by me,

RHODOLPHUS THACHER, *Town Clerk.*

1694. April 5. Vol. a. Page 250.

Where as Isaac Lobdin did unadvisedly cut down the Ancient Bounds marked tree which was the corner bounds of or between Mr. Alexander Standish his land, and the said Isaac Lobdin his land, We the above said parties, to prevent future differences and wrong, are mutually agreed, and have determined that the stump of the said Ancient bound marked tree, shall still remain the same bounds as before, said Isaac Lobdin raising a monument of stones upon said stump and round about it, and further, we the above named, are agreed and determined that the walnut tree marked on two sides, standing near the above said stump, shall always stand as a direction to the old boundary. Recorded by consent

and order of Mr. Alexander Standish and Isaac Lobdin this 5th of April 1694.

pr me,

RHODOLPHUS THACHER, *Town Clerk.*

1694. April 25. Vol. a. Page 259.

The town have granted to Joseph Peterson, about 30 acres of land lying between Philip Lenard's and the South river.

By

ALEXANDER STANDISH, *Town Clerk.*

1694. April 25. Vol. a. Page 259.

At a town meeting, the town of Duxborrough have granted to William Boney, about twenty or thirty acres of land lying between John Boney's land and Edward Weston's land, by the old Bay path, leaving sufficient way for conveniency.

pr.

ALEXANDER STANDISH, *Town Clerk.*

1694. Oct. 23. Vol. a. Page 260.

By order from the town, We, Thomas Delano, and Abraham Samson, laid out unto John Boney a tract of land granted unto him by the town of Duxburrough on the back side of the Cedar Swamp.

We began a little way from the third brook on the North side, where we marked a white oak tree by the path, and another by the swamp, for the South end, and then bounded by the path unto the fourth brook, where we marked a white oak tree, and so bounded by that brook to the swamp, being twenty five acres, or there about.

Recorded by me,

ALEXANDER STANDISH, *Clark.*

1695. May 13. Vol. a. Page 260.

We whoes names are underwritten, laid forth unto James Bishop a small tract of swampy land in Duxburrough, viz. between three or four acres, lying adjacent to Indian Head River, bounded as followeth, viz: Easterly with the land formerly sold by the town of Duxborrough to Mr. Benjamin Church,

begining at the Southwesterly side of said River and so it runs fourteen rods Southwesterly with the line of the afore said land that was sold to Mr. Benjamin Church, and at the end of the fourteen rods, it runs about sixty rods with a straight line to an elm or live oak tree marked, standing about seven rods distant from the said Indian Head river, and with a straight line to a walnut tree standing by the said river side, and so bounded with the said river downward until it meet with the aforesaid land of Mr. Benjamin Church now in possession of John Rogers of Marshfield, and others.

Laid out in the day and year above written,

By us,

Ensigne Francis Barker.
Josiah Holmes.

pr

Alexander Standish, *Town Clerk.*

1695. Oct. 30. Vol. a. Page 261.

We whose names are underwritten being appointed by the Town to lay out 30 acres of land for Joseph Peterson, lying upon the town line between the land of Phillip Lenard and South River, and accordingly we have laid it out, and the bounds are as followeth:

We began and bounded it with a white oak, stake and stones at the North East corner, and so making the corner line his bounds, till we came to a small black oak tree, which is marked on four sides, making the said tree his North west bound, and then Southwardly by a range of trees marked until we came to a red oak, which we marked for his South west corner bounds on four sides, and from said tree we ran south east for his Southerly bounds, until we came to a birch sapling being in a swamp which we marked on four sides, and then making a straight line from the birch north, to the fore named stake and stones, for his Easterly bounds.

Abraham Sampson.
John Soule.

pr

Alexander Standish, *Town Clerk.*

1696-7. Feb. 24. Vol. a. Page 243.

We whose names are underwritten, laid forth to Josiah Kein, Sen, a tract of land containing thirty acres, the said land, Josiah Kein, Junr bought of Francis West. The aforesaid land is bounded as followeth. To the south west of Pudding brook, and from the said brook with a straight line to a pine tree marked, and so runs away easterly with a straight line from the aforesaid Pudding brook and the pine tree, to a white oak tree marked, and from the said white oak tree, the same line to the land of Josiah Kein Sen, and so bounded easterly, with the land of Josiah Kein Sen, until it meet with the aforesaid Pudding brook.

Laid out by us whose names are hereunto subscribed.

FRANCIS BARKER,
JOSIAH HOLMES.

Recorded by
ALEXANDER STANDISH, *Town Clark.*

1698. May 28. Vol. a. Page 263-4.

The partition of the land between Duxburrough and Marshfield 1698.

Witnesseth these presents. That where as the late general Court of Plymouth for many year now past, did give and grant unto the town of Duxborrough and Marshfield, a tract of land lying between the ancient bounds of Plymouth and Duxburrough, and bounded as per said grant on record may appear, which said tract of land ever since the time of the grant hath been held together by said towns in common, and undivided, wherefore to the intent that a perpetual partiton and division in the land may be laid out, and made between the inhabitants of said towns, and to the intent that each town may know, and enjoy their own respective parts in severalty.

We the subscribers, agents for, and in the behalf of each said town by virtue of the power to us committed, have made, and hereby do make partision and division of the same in manner following. Viz:

We began our line at Plymouth line where pine brook crossith said line, and so by Pine brook as it goes up until it comes to the Cedar Swamp way, where it crosseth said brook, and thence, turning from said place on a straight line to the Indian weir, where Mattakesit brook flows out of herring pond, and from said weir on a straight line, to a great rock on the hill, called Hart hill, and from the said rock to the mouth of a little brook that runs into a great pond at, or near a corner of Isaac Oldhams lot, thence on a straight line to a great rock on the westerly side of a little brook that runs from a dead swamp into Indian head river, said rock, being, by estimation, about twenty rods from the river, and from said rock on the same line till it comes to said river, the said town of Duxburrough for ever hereafter to have and enjoy as the proper right of said town all the land between said lines and their old bounds of said town, that is to say, Massachusets path, and said town of Marshfield shall forever hereafter as the proper right of said town, have, hold and enjoy all that part of said tract of land lying between the said lines, and Plymouth bounds, and the lands called the Majors purchase, and Indian head river.

1698. May 28. Vol. a. Page 264-5.

In testimony whereof, We the said agents of each respective town, have hereunto subscribed, on the eleventh day of May 1698.

JOHN SOULE.
ISAAC LITTLE.
SETH ARNOLD.
SAM[l] SPRAGUE.
ROBERT BARKER.

May 28, 1698.

Recorded in the town books.

ALEXANDER STANDISH, *Town Clark.*

1699-1700. Feb. 17. Vol. a. Page 266.

Whereas formerly a tract of land was granted by the town of Duxburrough to Joseph Chandler, lying between the meeting house road, and Plymouth road, and was laid out to him, but now no record to be found of it, We Ensign John Tracy, Thomas Delano and Abram Sampson, being desired by Joseph Chandler, have laid out unto him twenty acres of land, more, or less, bounded on the East by the meeting house path to a red oak tree marked on four sides, and from said tree by a west south west line to a pine tree, which is the corner mark of the town land, and from said pine tree by the same line, a range of trees marked, until we come to a cart road, where we marked a red oak sapling, and then bounded by said path and Plymouth road, and by said road to the lotted land of said Joseph Chandler, and so by Joseph Chandler's line to the meeting house path.

This 17th day of February 1699–700.

JOHN TRACY, SEN.
THOMAS DELANO.
ABRAM SAMPSON.

ALEXANDER STANDISH, *Town Clark.*

1690. Feb. 21. Vol. a. Page 268.

We whose names are underwritten, have laid to Josiah Kein Junr a tract of land formerly granted to the said Kein. We began in a swamp at a spruce tree marked formerly, and finding another marked, south west from said spruce, we run the line eight score rods by a range of trees marked, to a red oak tree marked on the South west corner, on the south east corner we began at a maple tree and ran North East eight score rods, until we came to a hill, and upon said hill a stake and a heap of stones for the north east corner, where was the former corner mark of said land, which is 60 acres more or less.

ABRAM SAMPSON.
THOMAS DELANO.

pr
ALEXANDER STANDISH, *Town Clark*

1695. June 20. Vol. a. Page 268.

We whose names are underwritten, being agents for the town, have sold unto Josiah Kein Senr a certain parcel of land containing about twenty acres, more or less, for 4 pounds in silver money, bounded as followeth:

Begining at a red oak sapling at the South west corner of said Kein's land, and from thence to a spruce tree marked, near a little run falling into Pudding brook, and so by said Pudding brook till it comes right to a maple tree at the South east corner of Kein's land.

DAVID ALDEN.
JOHN PARTRIDGE.

ALEXANDER STANDISH, *Town Clark.*

1699. Mch 7. Vol. a. Page 267.

Where as there was an Ancient grant of ten or Eleven acres of land granted to Thomas Boney Senr deceased, the town at a town meeting March 7th, 1699, did by a general vote, make a new confirmatie of the ancient grant, granted to Thomas Boney Senr deceased, to Thomas Boney Junr, and appointed Thomas Delano and Abram Sampson, to lay it out unto him, which accordingly was done, and We Thomas Delano and Abram Sampson laid out ten or eleven acres of land, more, or less.

We began at a path on the North east side, where we marked a red oak tree, and so bounded by the path, until we came to Plymouth road, southerly until we came to a path that crosseth Plymouth road, and then, bounded by that path until we marked a red oak tree on the left hand of the path, and by a straight line from said tree unto the tree where we began.

This was done the twentyeth day of March, 1698-9, by

ABRAM SAMPSON.
THOMAS DELANO.

ALEXANDER STANDISH, *Town Clark.*

1699. April 13. Vol. a. Page 270.

We whose names are underwritten, being constituted, and appointed by the town of Duxburrough, have laid unto Aaron Soule of the same town, Fifteen acres of land as it is bounded, be it more or less, lying situated in the township of Duxborrow, at a place called Mattakeesit, bounded by the North side with the South end of a lot of land formerly granted to Zachariah Soule of said town, now in possession of Aaron Soule aforesaid, begining at the South west corner bounds of said lot, which is a white oak tree marked, we measured 47 rods Southerly, to the path or road that goes from Josiah Keins to Mattakeesit, bounded by the South, with the path, and so away Easterly, by the path until it meet with the land of Josiah Kein, and so bounded with Josiah Keins land, hence to the brook, and bounded with the brook until it meet with the South east corner bounds of the above named lot of land granted by the town of Duxborrough to Zachariah Soule, three acres of the above named fifteen the town hath given to Aaron Soule, the remainded of the above said tract we, the above said agents, have sold unto Aaron Soule for 40 shillings, and do hereby acknowledge that we the said agents, have received the 40 shillings in full satisfaction, and thereof do acquit and discharge the said Aaron Soule and his heirs, forever. Witness our hand:

FRANCIS BARKER.
JOSIAH HOLMES.

by

ALEXANDER STANDISH, *Town Clark.*

13th day of April 1699.

1699. July 17. Vol. a. Page 272.

In the month called August 1699

I, pursuant of a grant made to Phillip Lathely bearing date April 25th 1694, I, the subscriber have bounded as followeth, begining for the corner bound, with the road as it now is, and a brook, called the third brook, and so upon a straight line to a hemlook

marked, and from that tree to three hemlock trees marked, ranging by the swamp, and the last being marked on four sides for a corner bound, and then to run near South east to a spruce tree marked on four sides for a corner bound by a brook side called the first brook, and then the brook to be the bounds until it comes to the new road as it now lies, and then the road to be the bounds until it comes to the first corner bound.

ROBERT BARKER.

pr

ALEXANDER STANDISH, *Town Clark.*

1684. July 7. Vol. a. Page 276.

To all people to whom these presents shall come. Josiah Holmes of Duxborrow in the jurisdiction of New Plymouth in New England in America. Sendeth greeting Know ye that I, Josiah Holmes, for, and in consideration of a tract of upland, and a parcel of meadow, to me in way of exchange, by John Russel of Duxborrow aforesaid, made over, and confirmed as by deed bearing date with these presents, given me under the hand and seal of the said John Russell doth, and may at large appear—— Know ye that in consideration of the premisses the said Josiah Holmes have given in exchange, granted enfeoffed and confirmed, and by these presents, for myself and my heirs, do clearly and absolutely give in exchange, granted and enfeoffed and confirmed unto him, the said John Russell, his heirs, and assignes forever, all that my Six or Seven acres of upland, be the same more or less, and are situated within the tract of land that is in partnership between the towns of Duxburrow and Marshfield, and was sometimes the land of John Rouse Sen^or^, and is bounded by several marked trees, Viz, by a white oak tree standing by the brook side by Joseph Tubs, and lyeth on the southerly side of the old road that leadeth from Mattakeesit to the County road, all which said parcel or tract of land of the said Holmes purchased of the said Rouse, as per deeds

under his hand and seal appeareth, and also, all that parcel or part of my fresh meadow that is situated within the said township of Duxborrough, and is bounded eastward with Mattakeesit River, and so up a small brook that runs between the meadow of Isaac Barker and the great cedar swamp, beginning at a White Ash tree marked and standing by a small brook on the southerly side of said cedar swamp, and the said brook to be the bounds of said granted meadow, till it comes to Mattakeesit river, and so bounded by the said river till it comes to a stake standing by a ditch, and from said stake, on a straight line to a marked maple tree, and from said maple tree to continue on the same straight range till it comes to the westwardly bounds, or line, (The bounds marked are as followeth, A red oak tree and a birch tree standing both together on the southerly side of the land, also a tree the top stooping eastward perished on one side, also at Mill brook a white oak tree standing by the brook, and so to a red oak tree marked, and so to a white oak tree marked on four sides standing by the path side,) with my right, title and interest in, or unto the said granted upland, and meadow, together with all the singular appurtenances, privileges and emmunities to the same belonging, or any wise appertaining, to have and to hold the above said upland and meadow, with all the right, and privileges and appertenances to the same belonging, to him the said John Russell, his heirs and assignes forever, to the only proper use benefit and behoof of him the said John Russell, his heirs, and assignes, forever, without any matter of challenge claim or demand of me, the said Joseph Holmes, my heirs, executors, administrators or assignes, or any other person or persons whatever, lawfully claiming by, from, or under me, any right title or interest in, or unto the said granted premises, or to any part or parcel thereof free and clear and clearly, acquitted, and otherwise discharged of and from all other and former gifts, grants, bargained

sales, mortgages, leases or other incumbrances, or intanglement, whatsoever had made, committed, omitted, suffered, or done by me, Josiah Holmes, or by cause, means, privily or ——— hereby avouching and declaring myself at until the ensealing and delivery of these presents, to be very true, and proper owner of all and every part of the above granted, give grant exchange and dispose of according to the tenor of this instrument, and lastly, of the said Josiah Holmes for myself, my heirs, executors, administrators and assignes in manner and form as followeth. That is to say, that from henceforth it shall and may be lawful to, and for, the said Russell, his heirs, executors, administrators or assignes, from time to time and all times hereafter to have, hold, occupy, possess and enjoy as their own proper right, all and every part of the above granted premises by
1684. force and virtue of these presents.

In witness whereof, the said Josiah Holmes have
Page 277. hereunto set my hand and seal, this Twenty third day of January in the year of our Lord one thousand Six hundred and Eighty one, (1681).

The words, and so, between the 14th and 15th lines, and the word "brook" between, were interlined before sealing, also the name Josiah Holmes in the first line was erased, and the name of John Russell written above it, before sealing.

Signed Sealed and Delivered in presence of

HOPESTILL BISBE.
SAMUEL SPRAGUE.

Josiah Holmes and Hannah his wife acknowledge this instrument the 7th day of July, before me,

JOHN ALDEN, Assistant.

This deed was recorded by me.

ALEXANDER STANDISH, *Town Clark.*

1702-3. Dec. 29. Vol. a. Page 84.

Laid out to James Boney about fourteen acres of land to make up what was formerly granted to William Boney by the Town of Duxborrough.

Begining at the south west corner bounds of the land which Francis Barker, and Josiah Holmes laid out to William Boney, the said bounds is a red oak tree marked on four sides, from said red oak tree, about thirty poles, southwest to a maple tree standing on the westerly side of a little brook, close to the brook side, the said tree is marked on four sides, and from the said maple tree, sixteen rods eastward, or toward the south east with a straight line to a white oak tree marked on two sides, and from the said white oak tree, the same line quite home to John Boney's land, and so where the said line meets with John Boney's land, from the said line North, bounded with John Boney's land quite home to a little brook that falls into Cedar Swamp, the said brook being the bounds between John Boney's and James Boney's land, the land above bounded, is about five acres as it is bounded out, and to make the fourteen acres above named, I laid out about nine acres of land at the easterly end of the land formerly laid out to William Boney. Begining at the south east corner of said land, at a white ash tree marked, standing on the North side of the said Brook, close to the brook side, and from said ash tree, easterly, with a straight line, to a hemlock tree, standing close to the Cedar Swamp side, and from the hemlock tree with a straight line, North or toward the North east, to a white oak tree marked, and from the white oak tree, with a straight line to a hornbound tree, with a straight line fifty rods, north to three spruce stumps, dead stumps, and from the said dead stumps, North west, and by West, twelve rods home to the land now in possession of Edward Wanton, and so bounded with said land, quite home to the South East corner bounds of that land now in possession of Edward Wanton.

This the 29th day of Dec Anno 1702-3.

By me JOSIAH HOLMES.

Memorandum, That still the Town of Duxborrough doth forever reserve a sufficient cart way for the towns use, through the above said land laid out for James Boney, through the said land, into the Cedar Swamp.

As above written was voted by the town of Duxborrough to be here recorded.

By me

JOHN WADSWORTH, *Town Clerk.*

1706. Nov. 27. Vol. a. Page 36.

November 27th, 1706. We whose names are under written did renew the bounds of the land that is commonly called Clarks field. We did begin at a red oak tree upon the South east corner, and run Northerly about 28 rods, to a pine tree upon the brow of a hill, marked on four sides, and from said tree, Westerly, to a red oak tree marked on four sides, and from thence near South west, across an arm of swamp to a white oak on the side of a hill, marked on four sides, and from thence southerly to a poplar stump with a stake stuck in it, and from thence Easterly, to the tree where we did begin 6 acres more or less, and but a very little.

THOMAS DELANOE.
ABRAHAM SAMSON.

The above written was ordered by the town of Duxborrough to be here recorded Dec. 11th Anno Dom 1706.

pr

JOHN WADSWORTH, *Town Clerk.*

1706. Sept. 16. Vol. a. Page 59.

"Lands sold to defray the charges of building the *New Meeting house.*"

Sold to Joseph Chanler Jr by Capt Seth Arnold Mr. John Partridge and Mr. Thomas Loring who were chosen Agents by the town of Duxborrough at their meeting Sept 16th 1706, to sell common lands to defray the charges of building a new meeting house, a parcel of upland, and a parcel of meadow

land, bounded as followeth, viz The said upland contained about twenty four acres, and began at a white oak stump at the westerly corner of the said Chanler's shop, and thence it runneth upward along by the country road 82 rods, to a white oak tree marked, and from thence, South, 25 degrees East, to his home lot, and thence bounded by that lot to the white oak stump first mentioned, exceptng, out of this land the Tar-Kiln Pond, and said parcel of meadow land contained three acres, more or less, and begineth at a stake and stone on the westerly side of a little brook that runneth into Pine brook, and thence it runneth West 19 degrees North 16 rods, to a black oak tree, and thence South 4 degrees West 50 rods to a pine tree standing by said brook, and thence by said brook to the stake and stones first mentioned. The said parcels of upland and meadow, were sold for fifteen pounds.

Page 60. An account of lands with the bounds thereof, sold and laid out to particular persons by the above said Agents, is as followeth—

Sold to Abraham Booth four acres of land lying at the head of his land that he now lives on, begining at the Northerly corner of said Booth's lot, and so running twenty four rods north west to a red oak tree marked on four sides in the edge of the Cedar Swamp, and on a straight line from said oak, to a small maple tree marked on four sides, standing in, or near James Bishop's line, and from said maple Eight rods in a South east line to a stake and stones, being said Booth's Westerly corner of his former lot.

Sold to Benjamin Kein thirty acres more or less, bounded as follows— Begining at a maple tree on the south side of Pudding brook, marked on four sides, running South south east fifty six rods, to a stake with stones about it, from thence eighty rods running West south west to a stake with stones about it from thence running sixty four rods, North North West, to a wild cherry tree marked, standing

about two rods from Pudding brook, and so from said tree to the nearest part of said brook, and bounded by said brook, to the first mentioned maple tree.

Sold to Josiah Kein Jr. Nine acres more, or less, bounded as followeth— Begining at a white oak tree in the former range of his father's lot on the Southerly side of Pudding brook, from thence running ten rods East and by South, to a stake marked on four sides, and from thence South and by West fifty two rods, to a little red oak tree marked on four sides, and from thence West and by North forty six rods to his father's former range.

Sold to John Bishop a piece of land about fifteen acres and a quarter, for six pounds and two shillings, and is bounded as followeth—

We began at a rock in the brook which is John Boneys corner bounds of the land which he bought of the town, from thence we ran about fifty five rods by John Boneys line, to the Indian line, then we ran by the Indian line near South, about thirty four rods, to a bush marked by a flat rock, from thence we ran near North east and by North, ninty rods, to a walnut bush marked, by the path that lies by said Bishops house, and from thence running by said path thirty four rods to the first mentioned rock.

Sold to Samuel Bradford, Thomas Loring, Elisha Wadsworth and Jonathan Brewster, a parcel of land lying on the South side of dead Swamp, containing about fifty five acres, more, or less, for Eleven pounds, bounded Northerly by the said Dead Swamp, to a maple tree marked on four sides, standing by Mill brook where the path goes over, and from said tree, down by the farm of Major William Bradford, dec, to the head of the lot of Wrestling Brewster, deceased, and the heads of the lots to be the Easterly bounds to the Dead Swamp.

Sold to Aaron Soule twenty acres, more or less, bounded as followeth, Begining on the North westerly corner of his former lot, at a black oak tree

marked on four sides, from thence running West and by North a little Northerly, thirty rods, to a pine tree marked on four sides, from thence South and by West, a little Westerly, to a white oak tree marked on four sides, a hundred and Eight rods, from thence East and by South, a little Southerly thirty rods to a white oak tree marked on four sides in his former range.

Sold to Mathew Kein Six acres, more or less, bounded as followeth, Begining on the Northerly side of his father's former lot, at a maple tree marked on four sides, standing by Pudding brook, and so running seventy two rods in his father's former range, to a spruce tree, marked on four sides, which was his fermer corner tree, and from said spruce tree running West and by North, fifty rods, to a maple tree marked on four sides, standing by Pudding brook and bounded by Pudding brook, to a little branch of said brook near the first maple tree, and so by said branch to the said maple tree.

Sold to Josiah Soule and Jonathan Peterson, one hundred and fifty acres of land bounded as followeth, viz, Begining at a white oak tree marked on four sides, and so ranging North East, one hundred and fifty rods to a white oak tree marked on four sides, standing by a brook side which runs to Kein's meadow, and said brook to be the North west bounds of said land, and from said white oak tree, South East one hundred and sixty rods, to a small spruce tree marked on four sides, standing in the arm of a swamp which joins to Phillip's brook, and from said spruce tree South West one hundred and fifty rods, to a small white oak tree marked on four sides, and from thence North west one hundred and sixty rods, to first named white oak tree.

Sold to George Williamson three acres of land, more or less, bounded on the West by his own land, and on the East, by the Bay road, for twenty shil-

lings, by us Agents chosen by the town of Duxborrow to sell land to defray the charges for building the new meeting house in said town, the receipt whereof we acknowledge.

SETH ARNOLD,
JOHN PARTRIDGE,
THOMAS LORING.

1706. Page 62. Sold to James Boney a strip of land, bounded as followeth, viz. Beginning at a maple tree marked on four sides, at his westerdly corner, it being his corner tree of his former lot, and runs Sixty Eight rods to a red oak tree marked on four sides, about Eight rods from his Northerly corner.

Sold to Isaac Pierce Senr, Eleven acres of land, more or less, for £4. 8^d, which land is bounded as followeth, viz. Beginning at a great White Oak tree, being the corner bounds of Abraham Pierce's Jr, and from said tree, running westerly, about 24 Rods, to a stake and stones, and from said stake and stones, ranging Southerly, 33 Rods to a Walnut tree being Thomas Parris's corner bounds, and then bounded by Parris's land till it comes to the path that goes from said Pierce's house to said Parris's, and then is bounded by said path downward about 68 rods, till it comes to a red oak bush marked on four sides, standing on the north side of said path, and from said bush northerly, about 4 rods to a red oak tree marked on four sides, and then bounded by his former land, till it comes to the white oak tree first mentioned.

1706. Dec. 27. Vol. a. Page 85. Duxborrough December 27th 1706.

Isaac Oldham having bought a small tract of land of the Agents formerly chosen, and appointed by the town aforesaid, to lay out and sell such of their common lands as said Agents should think most convenient, and thereby to raise moneys to de-

fray some charges arising in said town, the said Oldham desires confirmation of the same by having it committed to the records of said town, with the bounds hereafter mentioned, which are as followeth. The Easterly corner begins at a white oak tree marked, said tree being a bound of his former lot, and to run toward the west from said tree till it comes to the line between Duxborrough and Marshfield, and is bounded on the northerly side, with a beaten cart way, on the west with said Marshfield line, and on the south with said Oldhams former lot, it being a triangle of about Six acres so bounded, be it more or less—

SETH ARNOLD.
FRANCIS BARKER.
ABRAHAM SAMSON.

Recorded by me,

JOHN WADSWORTH, *T. C.*

1709. May 20. Vol. a. Page 57.

We the subscribers being chosen by the town of Duxborrough, to run ranges, and settle bounds, have run the line and the bounds of the head and Westerly side of Abraham Booth's land or lot, as followeth, Begining the head line at a white oak tree, being the reputed corner bound of Isaac Barker's land, and from said tree ranging South west and by West nearest, 24 rods to a black oak tree formerly marked on four sides, for the breadth, and for the bounds of the westerly side, we run from said black oak, a straight line to a red oak standing in the fence between said Booth's and John Russel, and from said tree, by Booth's and Russel's former bounds to the brook.

May 20th, 1709.

EDWARD SOUTHWORTH.
SETH ARNOLD.

May 20. 1709. Page 57.

We the subscribers, being chosen by the town of Duxborrough to run ranges, and settle bounds, at the desire of Abraham Booth and Abraham Peirce Senr. of said town, have run the line between said persons, as followeth— Begining at an old stump with a stake and stones, near the brook, and from thence ranging near North West and by West, by several stakes, to a red oak tree standing in the fence between them, and so by a range of marked trees and bushes, till it comes to the head of said Peirce's lot.

May 20th, 1709.

EDWARD SOUTHWORTH.
SETH ARNOLD.

1709-10. Feb. 16. Vol. a. Page 193.

We the subscribers appointed by the town of Duxborrough to run ranges, and settle bounds, between Towns land, and lotted lands, desired by Mr John Robinson, Aug 22d 1709 to settle the land bounds of his house lot lying between Josiah Wormals and John Partridge's lands, We have agreed that the head line of said lot, shall begin at a stone set in the ground, which is his North West corner mark, and running thence South and by West to a stone set in the ground near a red oak tree, which is his South west corner mark.

Also the said Mr Robinson having a wood lot lying upon the South river, between Nathaniel Cole's and Ichabod Wadsworth's lands, and partly bounded on Common lands, We have agreed that the head line shall run from a small red oak sapling, with a heap of stones at the root, which is his North East corner mark, and thence running near South to a large red oak marked, and thence to a red oak bush with a heap of stones about it, which is his South East corner mark, and then running Westerly over the peak of a large rock upon the hill, and thence to a stone set in the ground near the path, and thence

to an old white oak marked, and a stone set in the ground, and thence to another large stone set in the ground, which is the said Nathaniel Cole's north east corner mark.

SETH ARNOLD.
EDWARD SOUTHWORTH.

recorded by me

SAML SPRAGUE, *T. C.*

Feb. 16th, 1709–10.

1709. Feb. 16. Vol. a. Page 192.

The bounds or line between Mr John Robinsons on the one party, and Nathaniel Cole on the other party, The land lying near South river, above Ichabod Wadsworth's land. Begining at a large stone set in the ground, being the North East corner mark of said Cole's land, and thence running a straight line between us, to an old white oak tree marked, and stones set in the ground by it, thence to a walnut tree marked, and a stone set in the ground, and thence upon a straight line to South river.

The above said bounds were agreed on and settled by the above said Robinson and Cole on Dec. first 1709.

Recorded by me,

SAML SPRAGUE, *T. C.*

February 16th, 1709–10.

1709. Jany 24. Vol. a. Page 191.

The bounds of land between Mr John Robinson on the one part, and Ichabod Wadsworth on the other party, the lands lying in Duxborrough near South river, which bounds were agreed on and settled by said Robinson and Wadsworth December first 1709.

The bounds are as followeth, viz Begining at a red oak tree with a heap of stones at the root of it,

which is the head bounds of the range between them, and standeth near Nathaniel Brewster's land, and running thence to a stone set in the ground, thence to another stone set in the ground, thence to a small red oak tree marked and stones about it, on the west side of the path that leads from the meeting house over the South river to the four mile hill, thence to another small red oak marked, and a stone set in the ground on the top of the hill, thence to another red oak marked, thence to another red oak marked, and thence to a large stone set in the ground, and thence to a black birch tree marked, and a stone set in the ground by it, and thence through the swamp to the South river.

Recorded by me

SAMUEL SPRAGUE, *Town Clerk.*

1710. July 12. Vol. a. Page 169.

North Hill divided by Edward Southworth and Benjamin Bartlet, viz As the fence went from Hunt's Cedar Swamp to a heap of stones upon the hill, so to a plum tree Southward, thence westward as the fence went, to a red oak marked, so Southward to a heap of stones, so by the fence westward to a great white oak marked, so to the brook. 2d the neck or Island divided, Beginning at a stake, at or near the brook near the old cart bridge, so to a red oak marked on the point eastward by the upland, round to a white oak marked, at the foot of Barren Hill, so westward to a pine tree marked by the swamp side. 3 Barren Hill divided, from a white oak marked, with a heap of stones by it, so south westwardly to two white oak trees standing in a valley, which parts said hill from the Commons. 4 The meadow and Swamp divided thus, beginning at a stake standing by the brook near the cart bridge first mentioned, so up the brook to a small cedar standing near the said brook, so to three small maples eastward, so to the upland, which is the

bounds of Southward first meadow lot, so up stream to a stake standing near the brook, so eastward to a small spruce, standing by a Cedar Swamp, so to upland called Barren Hill, which is the bounds between Bartlet and Southworths, upward lot, which lotment or division was made by William Pabodie and John Soule and lotted for by Edward Southworth and Benjamin Bartlet, the north side of North hill being Southworth's lot, Barren hill the east side Bartlet's and west Southworth's the north side of the Island Southworth's and the south Bartlet's.

The above written was ordered to be here recorded.

July 12th Anno Dom 1710.

Recorded by me,

JOHN WADSWORTH, *T. C.*

1710–1. Feb. 24. Vol. a. Page 194.

We the subscribers, being chosen by the Town of Duxborrough to run ranges, and settle bounds within said town, being desired by George Williamson to settle the bounds of his lot which he bought of William Brewster at a place called Tar Kiln Pond, have accordingly settled the came as followeth.

Beginning at a white oak tree marked on four sides, standing by the way side, near to Joseph Chanler's Shop, and from said tree running westerly 84 rods to a red oak tree marked on four sides, and from said red oak tree running Southerly, about 120 rods, to an old white oak tree marked on four sides, standing on the northerly side of a little brook called Brewster's brook, and from said tree running Easterly, to a pine tree marked on four sides, standing on the Westerly side of the fore mentioned Way, and so bounded by said way, that is to say, where it formerly went, till it comes to the white oak tree first mentioned.

Duxbury February 24th Anno 1710–1.

SETH ARNOLD.
EDWARD SOUTHWORTH.

Recorded by JOHN WADSWORTH, *T. C.*

1711. 17 Dec. Vol. a. Page 54.

This Indenture witnesseth a mutual agreement between John Partridge, and James Partridge, both inhabitants of the Town of Duxborrough, in the County of Plymouth, in her Majesties Provence of Massachusetts Bay in New England. Know all men by these Presents, that whereas we, the said John Partridge and James Partridge, are owners and proprietors of a whole share of upland in a certain tract of land lying in the County of Plymouth aforesaid, commonly called by the name of the Majors purchase, which said share of upland belongeth to the thirty fifth and thirty seventh lots in the said Majors Purchase, which said share of land as yet lyeth in partnership and undivided between us, the said John Partridge and James Partridge. We the said John Partridge and James Partridge have agreed to divide the same, and the division thereof to be as followeth, viz That the said John Partridge shall have the whole of the upland belonging to the said thirty fifth lot, and one half of the upland belonging to the said thirty seventh lot, viz, The North Easterly end, or half thereof, to have and to hold the same to him and his heirs and assignes forever, with all the profits privileges and appurtenances there unto belonging, to his, and their own proper use, benefit and behoof, to improve or dispose of as he or they shall see cause, forever, and that the said James Partridge shall have the residue of the upland belonging to said thirty seventh lot, viz One half thereof being the south westerly end or half thereof to have and to hold the same to him, his heirs and assignes, forever, with all the profits, privileges and appurtenances thereunto belonging, to his and their own proper use, benefit and behoof, to improve and dispose of as he or they shall see cause, forever. Now the aforesaid division thus made, we the said John Partridge and James Partridge, do mutualy agree, shall stand and remain as a firm and full settlement and division of the above

share of upland, for us our heirs and assignes, forever, in witness whereof we the said John Partridge and James Partridge have hereunto set our hand and seals this Seventeenth day of December in the year of our Lord One thousand Seven hundred and Eleven.

JOHN PARTRIDGE (s)
JAMES PARTRIDGE (s)

Signed Sealed and delivered in presents of

STEPHEN BRYANT, JR.
JOHN WADSWORTH.

Recorded by me,

JOHN WADSWORTH, *T. C.*

1712. Oct. 18. Vol a. Page 53.

Duxborrough, October the 18th, 1712.

We the subscribers being desired by Isaac Simons, to lay out thirty acres of land granted to him by the town, where his house now stands, have laid out the same as followeth, viz We began at a maple tree marked on four sides, standing on the West side of the path near the brook, and run from thence North sixty rods, to a bunch of maples marked, and from said maples we run East Eighty rods, to a red oak tree marked on four sides, and from said red oak we run Sixty rods to a great spruce tree marked on four sides standing by the brook near where it parts, and from thence it is bounded by said brook on the Southerly side, till it comes to the maple tree first mentioned.

EDWARD SOUTHWORTH.
SETH ARNOLD.

Recorded by me

JOHN WADSWORTH, *T. C.*

1712. Dec. 24. Vol. a. Page 55.

Duxburrough, December 24, 1712.

We the subscribers being desired by Samuel Hills to renew the bounds of his land viz Of that which was his father's Phillip Leonards, which we did as followeth —

We began at a swamp and stones — showed to us to be the corner bound, and from said stump, we run S. W. by W. to a white oak tree marked on two sides standing on the Westerly side of a branch of the spruce swamp, and then bounded on the Northerly side by said spruce swamp, till it come near the end of the neck, where we marked a spruce tree on four sides standing upon a ledge of rocks, and from said spruce tree marked on four sides, Southerly 48 rods to a maple tree marked on four sides, standing by the side of the brook, and then bounded by said brook up stream through the meadow spot, and so by the Southermost branch of said brook, till it comes to a red oak tree blown down, which was accounted to be the S. E. corner bounds of said lot, and from said oak tree on a straight line to the stump and stones first mentioned.

EDWARD SOUTHWORTH.
SETH ARNOLD.

1712. Dec. 27. Vol. a. Page 56.

Duxborrough, Dec. 27th, 1712.

We the subscribers being desired by Samuel Delanoe to lay out 30 acres of land formerly granted him by said town, have laid out the same as followeth. We began at a red oak sapling marked, standing about 4 rods to the South westward of Caleb Samson's corner marks, and from said sapling, East South East 80 rods to a white oak marked on four sides, said line running within said Delanoes field fence, and from said white oak tree South South West 60 rods to a bunch of maples, standing in a swamp, and from said maples, West by North West to a red oak sapling, and so on the same line to a maple standing by a brook, and so on the same line till it comes to James Thomas his land, and then bounded by said Thomas his land till it comes to the parting line between said Delanoe and Caleb Samson.

EDWARD SOUTHWORTH.
SETH ARNOLD.

1712. Oct. 17. Vol. a. Page 81.

Duxborrough, October 17th, 1712.

We the subscribers being appointed by the town to lay out thirty acres of land granted to John Weston, have laid out the same as followeth, viz

We began where Marshfield line crosseth the South river, and so run by said line fifty rods south east to Joseph Petersons corner bound, and from thence we ran South South west ninety rods to a stake set into the ground between two small rocks, and from said stake we run fifty rods North West to a small pine tree, standing in the swamp near the South river, and so upon the same line to the river, and so bounded by said river till it comes to said Marshfield line.

EDWARD SOUTHWORTH.
SETH ARNOLD.

Recorded by me

JOHN WADSWORTH, *T. C.*

1712. Dec. 25. Vol. a. Page 58.

Duxborrough, December 25th, 1712.

Where as the said town have voted to exchange a piece of land with Caleb Samson, the said Samson to have an addition at the foot of his lot next to Phillip Leonard's land, he throwing out land on the hill, for the same, Now we the subscribers have bounded out said land as followeth—

We began on the North East side of said Samsons land at the dividing line between him, and Samuel Delanoe, and measured Sixteen rods into said Samson's land, to a heap of stones, and from said heap of stones on a straight line to a pine tree with the top broken off marked on four sides, standing by the path, sixteen rods from his Northerly corner, which land being about ten acres, be it more or less, the said Samson threw up to the town, in consideration whereof, and of a high way to be through said Samson's land, we laid out to him as followeth— We began at his lot on the North East side near his

fence, and run near his fence 32 rods to a stake and stones, on a straight line to a red oak tree standing in the range of the land belonging to the Bourn's, being 32 rods from said Samson's Westwardly corner.

EDWARD SOUTHWORTH.
SETH ARNOLD.

1712-13. Mch 4. Vol. a. Page 184.

March the 4th, 1712–13.

We the subscribers being appointed by the Town of Duxborrough, or proprietors of the Common or undivided land and belonging to the same, to agree with Lieut. Bradford relating to the rights his father, Major Bradford, had in the Common land in Duxborrough, have agreed with him as followeth, that is to say, that he shall have 60 acres of land laid out to him joining his own land whereon he now dwelleth, the cart way to be the bounds on the Easterly side, the said Lieut. Bradford being at the charge of laying out of the same, and also to secure the town of Duxbury against the heirs of Major William Bradford, relating to any right or claim he had in said Common lands.

SETH ARNOLD.
FRANCIS BARKER.
JOHN PARTRIDGE.

1713. Mch 30. Vol. a. Page 184.

At the request of Lieut. Samuel Bradford of Duxborrough, and pursuant to an agreement between said Bradford and the Agents of Duxborrough, bearing date March 4th, 1712–13, I have laid out to the said Lieut. Samuel Bradford, Sixty acres of land adjoining to his former land where on he now dwelleth, which said Sixty acres of land is bounded as followeth, begining at the stake and stones which is the West corner of the lot of Jonathan Brewster's, and from thence ranging North 44 degrees westerly by the range of said Bradford's former land, fifty poles to two maple trees marked, standing near

together, being the North corner bounds of his former land, and from thence, North 15 degrees Westerly, ninety seven pole to a great forked maple tree marked on four sides, and from thence West North west one degree westerly; 134 poles to two small red oaks marked, together and a heap of stones lying by them, and from thence North 53 degrees Easterly 87 pole to a small red oak marked with stones about it, by the South west side of the cart way which was the old Boston road, untill it comes down to the head of the aforesaid lot of Jonathan Brewster, and from thence by the head of said Brewster's lot, sixteen pole to the stake and stones first mentioned.

JACOB THOMSON, Surveyor.

1713-14. March the 1st Anno Domini 1713-14.

Mch 1. We the subscribers, to wit, John Delanoe Senr

Vol. a. and Pelatiah West of Duxbrough settled the bounds

Page 52. between the lands where on we now dwell as followeth, viz. We began at the brook to the Southward of the said Delanoe's house, at two small birch saplings marked, on the North side of said brook, thence we run up the said brook to two maple saplings by the side of said brook marked, thence running up the swamp to a white oak tree marked, thence upward to a hornbound tree marked, viz a hornbound sapling standing in said swamp, and still up the said swamp to a maple tree marked, and from thence to a red oak tree on the South part of said swamp, from thence to a maple tree marked, in said swamp, and so to a maple marked, at the head of a little swamp near, in a range with the former marks, and from thence on a straight line to a red oak sapling marked, standing by the side of the path that leads from Deacon Alden's down to the said Delanoe's land.

JOHN DELANOE SEN^r.
PELATIAH WEST.

1713-14. Meh 1. Vol. a. Page 52.

The bounds between the lands whereon John Delanoe Sen and Elnathan Weston now dwell, are settled and agreed upon by said Delanoe and Weston as followeth, viz. Begining at a red oak tree marked, standing on the South side of the path that comes down from Deacon Alden's to said Delanoe's, a little to the Northward of said Delanoe's barn, thence running on a straight line to the Southward of the East, to the North East corner of the said Delanoe's orchard to a stake with stones about it, thence on a straight line to two small birch saplings marked, by a brook, which are the bounds between the lands of said Delanoe and Pelatiah West.

March 1st, 1713-14.

Elnathan Weston.
John Delanoe Senr.

1713-4. Feb 14. Vol. a. Page 64.

These presents witnesseth a mutual agreement between Jonathan Peterson and Josiah Soule, yeomen, both inhabitants of the town of Duxborrough in the County of Plymouth in her Majesties province of the Massachusetts Bay in New England. Know all men by these presents, that whereas we the said Jonathan Peterson, and Josiah Soule, did jointly together purchase in the year of our Lord One thousand Seven hundred and Eight, of Capt. Seth Arnold, Mr. John Partridge and Mr. Thomas Loring, as agents for the Town of Duxborrough, a certain parcel or tract of land containing an hundred and fifty acres, lying and being with the township of said Duxborrough aforesaid, bounded as may appear by records of said Duxborough, it being also that tract of land whereon we, the said Jonathan Peterson and Josiah Soule, do now dwell, we the said Jonathan Peterson and Josiah Soule have agreed to divide the said land equally between us, that each of us might know his own respective part thereof, which agreement and division is as followeth, viz.

Begining at a swamp oak tree marked, near Kein's

meadow brook, being the Northeasterly corner bound of the above said tract of land, and from said tree, running South East, fifty Pole, to a stake and stones about it, standing in the line on the south west side of said land.

Our agreement therefore is this, on the behalf of our selves, our heirs &c, that all the land belonging to said tract lying on the Northwesterly side of the line running from the first above said stake with stones about it, directly to the second mentioned stake with stones about it, shall be the above said Jonathan Petersons proper part of the above tract of land, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong, and appertain to the only proper use, benefit and behoof of him, the said Jonathan Peterson, his heirs, executors, administrators and assignes for ever, and that all the residue of the above first mentioned tract of land that lyeth on the South easterly side of the above said line, that runs directly from the first above mentioned stake with stones about it to the second above mentioned stake with stones about it, shall be the above said Josiah Soule's proper part of the above said hundred and fifty acres of land, with all, and singular the profits, priviliges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of the said Josiah Soule, his heirs, executors, administrators and assignes forever, always provided, and agreed that the said Jonathan Peterson shall have a cart way allowed him through gates or Bars, at said Peterson's charge, through the above said land of the said Josiah Soule's as followeth, viz The said cartway is to enter upon the land of the above said Josiah Soule, North East from the said Peterson's house, thence running East and by North to an oak tree marked on the North side, thence East and by South to the outside of the said Josiah Soule's land, and so upon the outside of the

said Josiah Soule's land till it comes to a pine tree marked on two sides, standing on the South East side of the brook which is the bounds between the land of Elias Magoun and said Soule, and from thence South and by East to a pine tree, thence South and by West, till it comes off the said Soule's land. Now the above division thus made, with allowance of a cart way as above said, We the above said Jonathan Peterson and Josiah Soule, do mutually agree, shall stand and remain as a firm and full settlement and division of the above said hundred and fifty acres of land, for us, our heirs and assignes forever. In witness thereof we have hereunto set our hands and seals, this twenty fourth day of February in the twelfth year of Her Majesty's Reign, anno domini 1713-14.

JONATHAN PETERSON (s)
JOSIAH SOULE (s)

Signed, Sealed and delivered in the presence of

SAM[l] SEABURY,
JOHN SAMSON.

1714. April 30. Vol. a. Page 141.

Where as we, John Bradford, James Warren and Nathaniel Thomas, appointed Agents by the select men of the town of Plymouth, and we, John Wadsworth, John Alden and Thomas Loring, select men for the town of Duxborrough, being met together to settle the bounds and division line between the said towns of Plymouth and Duxborrough, have mutually agreed and determined that the said bounds or dividing line shall forever here after, be as followeth, viz

Begining at a stake and stones on the beach, or high lands near the sea, thirty rods distant, and Northerly from the middle of the fence that stands on the most Northerly part of the land now fenced in, on the Gurnet so called, and thence due East to the sea, and westerly to run on a straight line to the

rock that stands in the water, on the Northerly end or part of Clark's Island, and thence into Clark's Island channel, which comes from Powder Point, and thence down until it comes or meets with the channel that comes down from Jones' river, and thence up that channel to said river, and so up said River to the mouth of Stoney brook, and so up said brook until it comes to a creek that leads to the place called the Tussocks, and thence up said brook to the head of it, or the head of the Westerly branch thereof, and thence Northerly to a marked tree with stones about it, standing on the West side of the old bay path where the mill brook crosseth said path, which said brook runs into black water, and from that tree, Northerly, to another marked tree with stones about it, standing on the West side of said old path, standing about thirty rods distant from the other tree, and then West so far Northerly as on a straight line will extend, to the mouth of Jones's river pond where the brook issueth out of said pond, which last mentioned line divides between Plymouth and Duxbury so far up as Duxborrough town extends. In witness that this is our mutual agreement and settlement of said dividing line, we have here unto set our hands this thirtieth day of April in the thirteenth year of Her Majesty's reign Anno Domini 1714.

In presence of

JOHN BARKER.	NATHANIEL THOMAS.
STEPHEN CLAPP.	JOHN WADSWORTH.
JOHN BRADFORD.	JOHN ALDEN.
JAMES WARREN.	THOMAS LORING.

April 30, Anno 1714.

Recorded by me,

JOHN WADSWORTH, *T. C.*

1714. Nov. 20. Vol. a. Page 66.

This agreement made this twentieth day of November Anno Domini One thousand Seven hundred and fourteen, between us, Moses Soule of the town of Duxborrough, in the County of Plymouth in New England, on the one part and Grace Sprague, widdow of William Sprague late of said Duxborrough, and administratrix of the estate of said William Sprague, on the other part, Witnesseth, that whereas the said Moses Soule did formerly sell unto the aforesaid William Sprague, twenty acres of land in Duxborrough afore said, as may appear by a deed under the hand and seal of said Moses Soule, bearing date the 7th of February one thousand seven hundred and nine, ten, which said twenty acres of land is that whereon the said Grace Sprague now dwelleth, and whereas in the said deed the said Moses Soule reserved to himself and his heirs, what so ever was above twenty acres of land within the boundries mentioned in said deed, which reserve was to be set off unto him at the Westerly end of said land, wherefore we, the said Moses Soule and Grace Sprague (as administratrix as afore said) have mutually agreed to measure out the said twenty acres of land and run a dividing line between the said twenty acres of land, and the land which the said Moses Soule has reserved as afore said, Namely begining at a stake standing in the range of the Southerly side of said land, next the Commons, four rods to the Eastward of the cart way which is the bound of Thomas Boney's land, and from the stake we run said dividing line North and by West by a range of marked trees, unto a stake with stones about it, by the cart way which is the bounds of the Northerly side of said land, and we do by these presents mutually agree that all that part of the afore said land which lyeth on the Easterly side of said dividing line, shall belong unto the heirs of the aforesaid William Sprague, being twenty acres be it more or less, and that part of the afore said land which lyeth on the Westerly side of said dividing line shall belong unto

the aforesaid Moses Soule, and his heirs and assignes, by virtue of the afore said reserve.

Now, the afore said dividing line thus run, and by the division thus made, we do mutually agree shall stand and remain as a full settlement of division between the said Moses Soule and the heirs of the said William Sprague, and their heirs and assignes, for ever. In witness whereof we the afore said Moses Soule and Grace Sprague, have here unto set our hands and seals the day of the year first above written.

MOSES SOULE. (s)

her
GRACE × SPRAGUE. (s)
mark

Signed Sealed in presence of us,

SAMUEL SPRAGUE.
JONATHAN DELANOE.

1714. Nov. 20. Vol. a. Page 67.

This agreement made the twentieth of November One thousand Seven hundred and fourteen, between us, Moses Soule of the town of Duxborrough in the County of Plymouth, in New England on the one part, and Nathaniel Brewster of said Duxborrough on the other part, Witnesseth, that where as the said Moses Soule did formerly buy of Robert Stanforth and his wife, one lot of land, and the said Nathaniel Brewster did formerly buy of George Williamson one lot of land, which said two lots of land did lay adjoining together on the Southerly side of Waiting hill, and butting upon North hill marsh in Duxbury aforesaid, each lot containing by estimation ten acres, but the bounds between them the said two lots, being lost, we now by mutual agreement settled the bounds, and run a dividing line between the said two lots, as followeth—viz.

Begining at the range of the Northerly side of the Northermost of said two lots, and from thence measuring Southerly twenty two rods and a half in breadth, unto a great red oak tree marked on four sides with stones about it, by the side of North hill

marsh, and from said tree we run a dividing line West and by North, a quarter of a point, Northerly, by a range of marked trees unto a stake with stones about it in the head range of said lots, and we do mutually agree that all that part of the afore said two lots which lyeth to the Northward of the afore said dividing line, shall belong unto the aforesaid Moses Soule and his heirs and assignes forever, and that all that part of the afore said two lots which lyeth to the Southward of the aforesaid dividing line, shall belong unto the aforesaid Nathaniel Brewster and his heirs and assignes forever. Now the afore said dividing line thus run and the boundries thus settled, we do mutually agree shall stand and remain as a full settlement of division between us and heirs and assignes forever.

In witness whereof we the afore said Moses Soule and Nathaniel Brewster, have here unto set our hands and seals, this twentieth day of November, One thousand Seven hundred and fourteen.

MOSES SOULE. (s)
NATHANIEL BREWSTER. (s)

Signed and sealed in the presence of
SAM[l] FISHER.
EDWARD ARNOLD.

1713-14. Vol. a. Page 53. Mch 22.

The bounds between the lands of John Glass and Samuel Fisher were settled as followeth viz

Begining at a stake with stones about it, above the high way near the house that Benjamin Simons dwells in, thence ranging West by a range of marked trees to a stake with stones about it, standing in the line of the ninth lot of the last division of upland belonging to Duxborrough and Pembroke, which said stake is John Glass's Westerly corner bound, and Sam[l] Fisher's Northerly corner bound.

March 22d. Anno Dom 1713-14.

p[r] SAMUEL FISHER.
JOHN GLASS.

Recorded by me, JOHN WADSWORTH, *Town Clerk.*

Upon the 30th day of June Anno Domini 1714.

1714. Jun. 30. Vol. a. Page 51.

We the subscribers, to wit, Benjamin Peterson and John Wadsworth have run the dividing line and settled the bounds between the farms of land in Duxborrough where on we each now dwell, as followeth, viz. We began at a stone pitched into the ground in the fence, within four or five foot of the foot path that goeth directly from the said John Wadsworths house to the meeting house, viz in the fence that is now the partition fence between us, the said Benjamin Peterson and John Wadsworth, and from said stone running North thirty four degrees Westerly, upward to a Pine tree marked, and from thence on the same line or course, by a range of marked trees, to a stake and stones by the highway that leads from Duxbury meeting house to Plymouth, then we come back to the first mentioned stone pitched in the fence and run from thence downward south thirty six degrees Easterly to another stone pitched in the ground on the brow of a hill, and from thence on the same course through a swamp to a stake pitched in the salt marsh, and from thence, still the same course, down into a creek called Morton's hole.

In presence of us Witnesses

his
CHRISTOPHER (C) WADSWORTH.
mark

her
MARY (O) SAMSON.
mark

his
BENJAMIN (X) PETERSON.
mark

JOHN WADSWORTH.

1714. April 13. Vol. a. Page 181.

To all people to whom these presents shall come Greeting &c. Know ye that we, John Robinson and Ichabod Sampson, both of Duxborrough in the county of Plymouth, and province of Massachusetts Bay in New England, having a parcel of land in equal partnership, which land lyeth in Duxburrough aforesaid, at the head of South river, adjoining to Nathaniel Cole's land, and is a part of the second division, and was laid out in the year 1713 being two lots in said division being the twenty sixth and twenty seventh lots in number, for our mutual benefit and advantage, have agreed and concluded to divide said lots as followeth.

Videlicet, that the said John Robinson for, and in consideration of the sum of twenty shillings in money in hand paid to said Sampson before the ensealing hereof is to have the twenty seventh lot as it is butted and bounded in the records of the proprietors of Duxburrough, and that part of Pembrook which was formerly Duxburrough, with all the appurtenances, privileges and commodities to the same belonging or any ways appertaining to him the said John Robinson his heirs and assignes forever, to his and their only proper use, benefit and behalf forever, and I, the said Ichabod Sampson, do by these presents, for myself and heirs, Executors and Administrators, quit and renounce all claim, right, or title and interest to or in said twenty seventh lot, hereby making over the same from me, my heirs, Executors and administrators, to him the said John Robinson his heirs and assignes forever, absolutely without any manner of condition. And it is further agreed and concluded that the said Ichabod Samson together with the above said twenty shillings in money is to have the twenty sixth lot as it is butted and bounded in the records aforesaid, with all the appurtenances, privileges and commodities to the same belonging, or in any ways appertaining to him the said Ichabod Samson, his heirs and assignes forever, to his and their only

proper use, benefit and behalf forever, and I the said John Robinson, do by these presents for myself, my heirs, executors and administrators, quit and renounce all claim, right or title, and interest in, or to the said Twenty Six lot, hereby making over the same from me my heirs, Executors and administrators, to him, the said Ichabod Samson, his heirs and assignes forever, absolutely, without any manner of conditions. In witness where of we have hereunto set our hands and seals the twelfth day of April, in the thirteenth year of the reign of our Sovereign Lady Anna, by the Grace of God, of Great Britain, France and Ireland Queen, and in the year of our Lord one thousand, seven hundred and fourteen 1714.

JOHN ROBINSON. (s)
ICHABOD SAMSON. (s)

Signed Sealed and delivered in the presence of

ABRAHAM SAMPSON.
ABRAHAM SAMPSON, JR.

1714. Dec. 28. Vol. a. Page 69.

Duxburrough Dec. 29th 1714.

Whereas I, the subscriber being guardian to my son Josiah Delanoe, I do by these presents, make choice of my brother John Simons for to act in the behalf of my afore said son, in dividing of the two lots of land in partnership between my husband and my aforesaid son, Viz the 110 and 116 lots in the second division of Common lands in Duxburrough and Pembroke.

Witness my hand —

MARTHA WEST.

We the subscribers do hereby declare that we have been on the above named lots, and we do agree that Samuel West shall have the 110 lot and that Josiah Delanoe shall have the 116 lot aforenamed.

JOHN SIMMONS.
SAMUEL WEST.

1714-15. Jany 18. Vol. a. Page 70.

An agreement between Wrestling Brewster of Plymouth, cordwainer, and John Glass of Duxborrough husbandman, both in the County of Plymouth in the province of Massachusetts bay in New England, is as followeth, viz

Whereas we the said Wrestling Brewster, and John Glass, are the owners and proprietors of two lots of land belonging to the Second and last division of the Commons belonging to the towns of Duxburough and Pembroke in the County above, said lots being the one hundred and Ninth and one hundred and Twenty fourth lots in number in the upland belonging to the said division, and were laid out in the year of our Lord one thousand seven hundred and thirteen, and are bounded as appears by the records of the proprietors of lands, &c belonging to the said division, We being the owners of the above said lots in equal proportion, have agreed upon a division thereof that each one might know his own respective part thereof, The division thereof is as followeth, Viz, That the said hundred and Ninth lot lying within the township of Duxborrough above said, with all and singular, the profits, privileges and appurtenances there unto belonging, shall belong unto, and be the proper part of the above said Wrestling Brewster, to belong, and appertain to the only proper use, benefit, and behoof of him, the said Wrestling Brewster, his heirs, executors, administrators and assignes forever, and that the above said hundred and Twenty fourth lot, shall belong unto, and be the proper part of the above said John Glass, to belong and appertain to the only proper use, benefit, and behoof of him the said John Glass, his heirs, executors, administrators and assignes forever, with all and singular, the profits, privileges and appurtenances belonging there unto, the said hundred and Twenty fourth lot is lying and being within the township of Pembroke above said. Now, the above agreement and division thus made, We the above said Wrestling Brewster and John

Glass, do mutually agree shall stand and remain as a firm and full settlement, and division of the above said two lots of land, for us and our assigns forever. In witness whereof We the above said Wrestling Brewster and John Glass, have here unto set our hands and seals, this eighteenth day of January, in the year of Our Lord One thousand Seven hundred and fourteen fifteen.

JOHN GLASS. (s)
WRESTLING BREWSTER (s)

Signed Sealed and delivered in presence of
JOHN ROBINSON.
JOHN WADSWORTH.

1715. Mch 26. Vol. a. Page 97.

We the subscribers, select men of the Town of Duxborrough, have settled the bounds of several high ways within said town, as followeth viz

Imprimis, we began at the Captain's Nook at a fence which is the partition between the farms of Miles Standish, and Thomas Delanoe Jr, near a red oak tree marked, a little within said Standish land, thence running near North, to two rocks about half a foot asunder, near a range between Deacon Brewster's and the said Delanoe, thence on a straight line to the Southerly corner of the fresh meadow lot of Benjamin Bartlet, Jr, thence to the North west corner of said meadow lot, thence as the way now goes, to the fence standing about fifteen foot to the westward of the biggest barn on the farm of Sam Bartlet dec, thence straight to a heap of stones on a rising spot or knoll of land on the Eastward side of the path that leads out of said nook, thence straight to a heap of stones near the corner of Israel Silvester's land, by the nook gate, thence to a stone pitched in the ground a little to the Eastward of said Silvester's fence, as the way now goeth up out of the Nook opposite against a ditch, or place gutted away by the rain down onto Mr. Wiswells land, thence up to another stone pitched in the ground in said Silves-

ter's fence, where he turns down to his house, thence still upward on a straight line to the South westerly corner post of said Silvester's leanto adjoining to his barn, thence on a straight line to a stone in his fence, viz still upward straight from the last mentioned stone, thence still upward as said Silvester's fence now goes, till it comes to the land of Christopher Wadsworth, thence to a stone pitched in the ground, which is the South East corner between the land of Christopher Wadsworth and Benjamin Peterson, thence on a straight line to the upper corner of the land of said Christopher Wadsworth, viz that corner of his land which is a little to the Southward of the meeting house, said high way is to be thirty foot wide, and to be allowed all the way on the left hand or side of all the afore said boundries, as the way comes out of said Captain's Nook to the last mentioned corner, and from said corner to a heap of stones thirty foot about South west, and from said heap of stones the said high way is allowed thirty foot wide up to the road that leads from Marshfield to Plymouth, and to be on the right hand or side of the bounds set from the last mentioned heap of stones, which bounds are as followeth, viz—from said heap of stones to a stone pitched in the ground, which is the bound between the land of Benjamin Prior, and said towns lands, thence to the Easterly corner of said Priors barn, thence still upwards to a heap of stones in said Prior's fence, thence to the corner of Benj Peterson's land, as the way now goes, thence upwards straight to a heap of stones in said Petersons fence at a little turn of the way, and thence as the way now goeth up to the road that leads from Marshfield to Plymouth, keeping the left hand way where the way parts near the head of the lot of land of John Wadsworth. The said way is allowed through gates or Bars from the Nook gate so called, downward so far as it is laid out, and from said gate upward so far as it is laid out, to be an open high way.

Memo. That from the partition fence above mentioned between the farms of Miles Standish and Thomas Delanoe Jr a convenient cart way is allowed down to the Bay through the farm of said Standish, which is also allowed by said Standish's consent. The above mentioned high way was laid out Meh 26, 1715 by us.

EDWARD SOUTHWORTH,
JOHN SIMONS,
JOHN PARTRIDGE,
Select men.

and ordered to be recorded.

JOHN WADSWORTH, *T. C.*

1715. May 20. Vol. a. Page 99.

An account of a high way laid out in Duxborrough May 20th 1715 by us the subscribers, Selectmen of said town, is as followeth Viz. Begining at a place commonly called the old landing place, we went upwards, Viz, we began at or nigh the mouth of a small creek, thence running westerly by the stone wall fence of Abraham Samson Senr, Viz by the corner of said fence, thence still upward along the Edge of the bank of upland, Viz, below said bank between said bank and the marsh, till we came to two great stones lyng upon the said bank, then turning up said bank between the said two stones, thence upward as the way now goeth, Southerly to the corner of said Abraham Samsons fence, thence over a little run of water that comes out of a great salt pond or mirey piece of marsh, which we left on the right hand as we came upward, said run of water runs into a little narrow creek which comes out of Bluefish river, thence going upward as the way now goeth below the edge or low bank of upland to the Southward of the house of Ichabod Samson, and so still below the said bank only crossing a small point of upland of Edward Arnoid's as the way now goeth, to the Southward of the house of the said Arnold and the house of the said Abraham Samson, to a heap of stones at the lower end of the

lane that comes down to the landing place so called, thence about West South west, to a small whitish rock firm in the ground, and still the same course, to a pretty big rock on a knoll of land near to Edmond Chanler's meadow, and so by said meadow fence, allowing all the ground on the Southerly side of the said fence to bluefish river channel, for a common landing place for said town, and then coming to the lower end of said lane we laid out said lane for a highway up to the head of said lane, then turning a little Westerly to the land of Capt. John Alden as the way now goeth and still upwards on the Northerly side of said Aldens land, by his range, till we came to a small hill or spot of rising ground, to a stake with stones about it, thence turning a little more Westerly, to a heap of stones on another hill to the Eastward, or South Eastward of Doctor Delanoe's house in sight of said house, thence down said hill, a little winding to the Northward by several heaps of stones, by said Doctor Delanoe's door, Viz, a little to the southward of his house, thence as the way now goes Westerly up to the road or high way, that leads from Marshfield to Plymouth, said high way is 40 feet wide.

EDWARD SOUTHWORTH.
JOHN SIMONS SEN[r],
JOHN PARTRIDGE.

Recorded by
JOHN WADSWORTH, *Town Clerk.*

1715. Aug. 1. Vol. a. Page 71. A mutual agreement between Josiah Soule, Joseph Soule and Joshua Soule all of the town of Duxborrough, in the County of Plymouth, in the Province of the Massachusetts Bay, in New England, is as followeth, viz—Know all men by these presents, That where as we the said Josiah Soule, Joseph Soule and Joshua Soule, have received by deed of gift from our honored father John Soule late of Duxbury, Dec[d], as may appear by one deed under

his hand and seal, bearing date June the 13th 1701, a certain parcel of salt meadow lying, and being within the township of Duxborrough above said, at the North west part of great wood Island, and adjacent on the Easterly side thereof, to the meadow of Abraham Samson, and on the Southerly side thereof by the meadow of Elnathan Weston, the said meadow, viz, the said tract of meadow being given as above said in Equal proportion, and as it now lyeth entire and undivided among us the said Josiah Soule, Joseph Soule and Joshua Soule, that each one might know his own respective right and proportion therein. We have agreed to divide the same into three lots, or parts which said division is as followeth—viz.

The first lot or part of said tract of meadow, is the South part thereof, viz of the body of said meadow, and adjoining to Elnathan Weston's meadow, and is divided by a line begining at a stake standing by a rock at, or near the North west corner of great wood Island, and thence ranging North west to a stake and stone at, or near Little Wood Island river, thence, the same course, to said river.

The second lot, or part of said tract of meadow, is bounded on the South west side, by the first, and on the Easterly side thereof, it begineth at a stake near the edge of Great Wood Island, thence ranging North and by West, Westerly, to a stake and stone near a creek, and the same course to said creek, and the third lot or part of said tract of meadow, is all the residue or remaining part thereof.

Our agreement therefore is, that the above said tract of meadow thus divided into three lots or parts, the first of them shall belong unto the above said Josiah Soule, his heirs and assigns forever, and that the second shall belong unto the said Joseph Soule, his heirs and assignes forever, and the third to the said Joshua Soule, his heirs and assignes forever. To have and to hold each one his respective and particular part, or lot as is above expressed and discribed, in said tract of meadow, with all and sin-

gular, the profits, privileges and appurtenances there unto belonging to belong to their own proper use, benefit and behoof forever.

Now the above Agreement and division thus made, settled and done, we the above said Josiah Soule, Joseph Soule and Joshua Soule, do mutually agree shall stand and remain as a firm and full settlement and division of the above said tract of salt meadow, for us our heirs, and assignes forever. In witness whereof we the above said Josiah Soule, Joseph Soule and Joshua Soule have here unto set our hands and seals, this fourth day of August in the second year of the reign of our Sovering Lord, George, by the Grace of God, of Great Britian, France and Ireland King, Defender of the Faith &c.

Anno Domini 1715.

JOSIAH SOULE. (s)
JOSEPH SOULE. (s)
JOSHUA SOULE. (s)

Signed Sealed and delivered in presence of
ISAAC RIGHT.
JEDIDIAH BROWN.

No date, suppose to be about 1715. Vol. a. Page 186.

We the subscribers, to wit, Seth Arnold, Francis Barker and Abraham Samson, being chosen and empowered by the town of Duxbury to make sale of such parcels of land as they the said agents should think convenient to be disposed of to raise money for the defraying of some special charges arising in said town. We the aforesaid Agents have sold unto Isaac Pierce about Six acres of land joining his cousin Abraham's land, and begins at the head of said Abraham's land, and extends Easterly about forty rods to a marked tree, standing in said Abraham's range, and extends from the above said bounds, twenty and four rods Southerly, to two other marked trees, the Westerly tree being a small Walnut tree, and the Easterly tree a red oak, which trees are the Southerly bounds of said Isaac's land, and also four acres and a half joining to his home

lot and is bounded as followeth, on the Northerly side with his own land till it comes to a small red oak marked, standing by Middleborrow way, and is bounded by said way, Southerly, to another marked tree standing by the aforesaid way, and from the last mentioned tree Easterly to a white oak tree marked, standing by the way that leads from Joseph Roger's to Isaac Pierce's, and by said way to said Pierce's old lot.

The said Agents have sold unto James Bishop about five acres of land, begining where his son John's ends, and extends near South west. Eighteen rods from his old lot to a small red oak tree marked, and from said tree to Abraham Pierces Jr's Westerly corner bounds, and is bounded by said Pierce's land till it comes up with James Bishop's corner bounds, and by said Bishops land until it comes home to his son John's land, only there is reserved a way of thirty feet wide on the Northerly side of said land, for a high way for passing to Indian head river.

We the afore said Agents have sold and laid out to Joseph Stockbridge about fifteen or Sixteen acres of land lying by the Indian head river, and is bounded on the Northerly side with said river, and on the Westward by said Stockbridge's old lot, and from the Southerly corner of said old lot on a straight line, to the head of John Boney's swamp lot, being near the aforesaid river, the said Agents reserving half an acre of land where the landing place now is, for a landing place with a convenient way to the same to be taken out of said Stockbridge's lot.

Also we have sold unto the afore said Stockbridge a parcel of land being near Indian head river of about twenty five acres, and is bounded as followeth, on the Northerly side with Stockbridge's land, on the Westerly side with Carver's land, and on the Southerly part with Wantons, and Eastward with the Cedar Swamp.

Joseph Rogers hath also bought of the said Agents, about Seventeen acres of land, and is bounded as followeth, lying and being at Namasekeset, on the Northeriy side with Isaac Pierce's land, and on the Westerly side with the way that leads to Middleborrow till it come to a small red oak tree, marked, and from the above said tree Easterly, to another small red oak marked, standing by said Roger's fence, which trees are the Southerly bounds of said land and on the side with the said Rogers former land, till it meets with the land of Isaac Pierce aforesaid, with a small parcel of land lying within the said Rogers bounds, of about an acre.

Further, we the afore said Agents have sold John Boney about Seven acres of land, bounded as followeth, Begining at a great rock standing by his fence, and running Westward to a Walnut tree marked, and on the same course, to a lot of Edward Wanton's, and by said lot to run Southerly to a marked tree standing in said Wanton's range, and from said range tree Northerly to a small chesnut tree marked, and from said chesnut tree to the Southerly corner mark of his former lot, and from thence to the aforesaid great rock, and so by the road as it now lyeth, till it comes to said Boney's fence, only there is reserved thirty feet through said land for a high way where the way now lyeth.

We the aforesaid Agents have also sold unto John Boney of Duxburrough, about Eighteen acres of land and is bounded as followeth. We began at a chesnut tree wvich is his former bound mark, and so running near South west by his line to Edward Wanton's lot, and then running near South east by said Wanton's line, and from thence by Thomas Lambert's line to his Easterly corner bounds, and from thence running a straight line near Northeast to a great rock lying in the brook upon the upper side of the cartway, which is by the Southerly corner of Phillip Lathley's land, and then running by said Lathley's line to the aforesaid chesnut tree, leaving

a way thirty foot wide joining to Phillip Lathley's land.

John Bishop hath bought about three acres of the aforesaid Agents which is bounded as followeth: on the Westerly end by the brook, on the Easterly side of Phillip Lathley's, and on the South with the road as it now lyeth, till it comes up with a rock, that is the bounds between said John and his father Bishop, and on the north with his said father's land.

Also we the said Agents, have sold unto William Tubbs about Seven acres of land lying at the head of his lot, and is bounded Eastward with said lot, and extends westward to two trees marked standing by the Cedar Swamp.

1716. Jany 28. Vol. a. Page 100.

Upon the 28th day of January Anno Dom 1716-17 We the subscribers, selectmen of Duxborrough, upon request of Mr. Thomas Fish of said Duxborrough, and for said Fish's proper use, we have laid out a particular high way as followeth, viz. We began at the waste gate belonging to the saw mill in said Duxborrough, which standeth upon Green's Harbor brook, and run from said gate Easterly as the old saw mill dam stood to the high way that leadeth to Duxborrough Grist mill, and we laid out the said way, thirty feet wide, the said Fish pleading his great necessity of the said way by reason that he had no way to pass from his lot of land which lyeth adjacent to said brook to the common road, and that his said lot of land was an ancient court grant.

John Partridge,
John Wadsworth,
Select Men.

1717. Oct. 24. Vol. a. Page 75.

Duxborrough October 24th 1717.

Laid out to John Weston Eight acres of land by us the subscribers, and bounded as followeth, viz. We began at a stake and stones by the path that goes to Samuel Sprague's, in the range of land formerly belonging to Stephen Samson, and so by

said range South South West 51 rods to another stake and stones, and from said stake and stones we ran West and by North 24 Rods to a stake standing by a flat rock in the ground, and from said stake and rock we ran North North East 48 rods to said path, and then by said path 28 rods to the stake and stones first mentioned.

EDWARD SOUTHWORTH.
SETH ARNOLD.

1718. April 28. Vol. a. Page 74.

These presents witnesseth a mutual agreement between John Wadsworth and Ichabod Wadsworth, both of Duxborrough in the County of Plymouth, in the Province of the Massachusetts Bay in New England.

Know all men by these presents, That whereas, We, the said John Wadsworth and Ichabod Wadsworth are owners and proprietors in equal proportion, of a certain parcel of salt meadow, lying in said Duxborrough, near a place called Green's Harbor which said meadow was given to us by our honored father, Mr. John Wadsworth, late of Duxborrough, Dec^d, as may appear by his last will and testament. We therefor being desirous that the said meadow shall be divided between us, that each one might know his own respective proportion, have agreed that the division there of be as followeth, viz

Begining at the mouth of a creek that turns out of the river that parts the meadow of Micheal Ford of Marshfield, and the above said Wadsworth's meadow, said creek turns out to the right hand of said river as the said river runs up to Green's Harbour so called, and said creek runs up till it comes near to a place called Rouses Hummock, a little to the Southward of said Hummock, to a stake set in the middle of said creek, where said creek has grown very shoal, and grown over with sedge, Our agreement therefore is that the said creek as it now runs, to the said stake, and from thence running about South and by West to another stake set in the line between the

meadow of Pelatiah West of said Duxborrough, and the said Wadsworth's meadow, be the partition or division of said parcel of salt meadow, and all that part of said salt meadow that lyeth to the Southward and Westward of said creek and stakes, shall be and belong to the said Ichabod Wadsworth, his heirs, and assigns forever, with all the profits, privileges and appurtenances there unto belonging, to his, and their proper use, benefit and behoof forever, and all that part of said salt meadow that lyeth to the Northward and Eastward of said creek, and stakes, and partition, shall be and belong to said John Wadsworth, his heirs and assigns forever with all the profits, privileges and appurtenances thereto belonging, to appertain to his and their, proper use, benefit and behoof forever, Now the above said partition and division thus made, we the said John Wadsworth and Ichabod Wadsworth, do mutually agree shall stand and remain as a firm and full settlement and division for us our heirs and assigns forever.

In witness whereof we have here unto set our hands and seals this twenty eighth of April in the year of Our Lord God one thousand seven hundred and Eighteen.

JOHN WADSWORTH. (s)
ICHABOD × WADSWORTH. (s)
his mark

in presence of

BENJAMIN PRIOR.
BETHIAH PRIOR × his mark.

1718. Dec. 31. Vol. a. Page 155.

Upon the 31st of December Anno Domini 1718.

Articles of Agreement between Moses Soule of Duxborrough in the County of Plymouth in the Province of Massachusetts Bay, in New England, yeoman of the one party, and Christopher Wadsworth of said Duxborrough, yeoman, of the other party is as followeth, viz. Whereas the said Moses Soule hath an interest in the orchard, and fruit trees on the farm whereon the said Christopher Wadsworth

now dwelleth, and said Christopher Wadsworth hath an interest and claim in the fire wood now standing on the farm whereon the said Moses Soule now dwelleth, the said Moses Soule and Christopher Wadsworth, have, and by these presents do make an exchange, viz, The said Moses Soule doth give, grant and make over and confirm to said Christopher Wadsworth, his heirs and assigns forever, all his whole right, title and interest in all of the above said orchard and fruit trees, with all profits privileges and appurtenances thereto belonging, to belong and appertain to the only proper use, benefit and behoof of him the said Christopher Wadsworth, his heirs and assigns forever, and the said Christopher Wadsworth doth give, grant, make over and confirm to the said Moses Soule his heirs and assigns forever, all his whole right title and interest of and into all the above said fire wood, with the appurtenances thereto belonging, to belong and appertain to the only proper use benefit and behoof to him Moses Soule, his heirs and assigns forever, and moreover, the said Christopher Wadsworth hath given to said Moses Soule Five pounds in money to boot upon the above exchange, the receipt whereof the said Moses Soule doth hereby acknowledge.

In witness whereof and in confirmation of the above written premises the above said parties to these presents, have set their hands and seals the day and year first written above.

MOSES SOULE. (s)

his

CHRISTOPHER × WADSWORTH. (s)

mark

Signed Sealed and delivered in presence of

JOHN WADSWORTH.
JOHN WADSWORTH JR.

1720. Mch 29. Vol. a. Page 76.

An agreement between Edward Southworth of Duxborrough in the County of Plymouth in the Province of Massachusetts Bay in New England, yeoman, of the one part, and Thomas Southworth of Duxborrough husbandman, of the other part, is as followeth, viz

Whereas we the said Edward Southworth, and Thomas Southworth are owners and proprietors in equal proportion of two certain lots of land, lying and being within the township of Duxborrough above said, said lots being the eighteenth and twenty fourth in number in the upland belonging to the second division of the Common's which belonged to the towns of Duxborrough and Pembroke, in the County above said, and were laid out Anno Domini 1713, and are bounded as may appear by the records of the Proprietors of the land &c, belonging to said division. We therefore, that each one might know his own respective proportion and right, in the said two lots of land, have agreed upon a division thereof as followeth viz,

That the said twenty fourth lot with all and singular, the profits, privileges, hereditaments and appurtenances there unto belonging, shall belong unto, and be the proper part of the above said Thomas Southworth, to belong and appertain to the only proper use, benefit and behoof of him the said Thomas Southworth, his heirs, executors, administrators and assigns forever, and that the above said Eighteenth lot shall belong unto, and be the proper part of the above said Edward Southworth with all the profits, privileges, hereditaments and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said Edward Southworth, his heirs, executors, administrators and assigns forever.

Now the above agreement and division this made, We, the said Edward Southworth and Thomas Southworth do mutually agree, shall be, stand, and remain as a firm and full settlement and divison of

the two above said lots of land, for us, our heirs and assigns forever.

In witness whereof we the above said Edward Southworth and Thomas Southworth have here unto set our hands and seals the twenty ninth day of March in the year of our Lord God, One thousand Seven hundred and twenty, 1720

EDWARD SOUTHWORTH. (s)
THOMAS SOUTHWORTH. (s)

Signed sealed and delivered in presence of
SAM'L WESTON.
her
ELIZABETH × DELANOE.
mark

1721. May 23. Vol. a. Page 78.

May 23 Anno Domini 1721.

We the subscribers, to wit, Josiah Kein Senr of Pembroke, and Jonathan Peterson of Duxborrough, have settled the line or bounds between our lands at Kein's brook so called, viz. The bounds between the 101st lot in the upland, in the 2^d division of the Commons which belonged to the said towns of Duxborrough and Pembroke, and the meadow land of the said Kein, lying on Kein's brook, a little above the way that leads from said Peterson's to the said Kein's, as followeth, viz. We began at a stake and stones, standing near Kein's meadow, which is the Northerly corner bound of the said 101st lot, and thence we ran South and by West, by several marked trees, about 13 rods to a bunch of small birch saplings marked with a heap of stones among them, and from thence Northwest and by West to said Keins brook which said settlement we do agree shall stand and remain for us and our heirs forever.

In witness whereof we have here unto set our hands, the day and year first above mentioned.

his
JOSIAH ± KEIN SEN^or.
mark
JONATHAN PETERSON.

1721-22. Upon the 31st day of January Anno 1721-22.

Jany 31. We the subscribers, select men of the town of

Vol. a. Duxborrough, being desired by divers of the inhabi-

Page 101. tants of the said town, to lay out high ways where there was necessity, have laid out sundry high ways as followeth, viz. We began at the high way that leads from Plymouth through Duxborrough to Marshfield, at a place where the way crosseth the said high way that leads from Doctor Delanoe's up to the saw mill, standing upon South river, and we laid out a high way thirty foot wide, from said Plymouth road, up the brook of Benjamin Simons's as followeth viz.

As the way now goes, from a heap of stones to the brow of a little hill a little below Joseph Simons's house, and there we turned out of the Common way to the right hand, and went through the short brush, by several marked trees, till we came into the Common way again, a little before we came to Pelatiah West's fence, and thence as the way now goeth, on the Southerly side of said West's house and over the bridge upon the brook, then turning to the right hand, we went up a little hill, still as the way now goeth, by a small walnut tree marked, by the side of the said West's fence, and so as the way now goeth up, till we came to the place where the way parts that goes to John Partridge's and Benjamin Alden's, and there we turned out to the right hand, by a small red oak tree marked, and so running through the woods by several marked trees, till we came into the way again that leads to the said saw mill somewhat before the way turneth to James Thomase's, and thence as the way now goeth, over the said saw mill dam, and along by the Southerly side of the house of Nathaniel Cole Jr, and a little above the said Cole's house, we turned out of the way to the right hand, and went by several marked trees, till we came into the way again, and thence along the way till we came near a slough, and then we turned out to the left hand, and went by several marked trees, till we crossed the way, and so went by several marked

trees, till we came over the last slough, into the way again, and thence as the way goeth on the Northerly side of the house of Samuel West, till we came to Phillip's brook, so called, and thence as the way now goeth, up and over the brook, before Benjamin Simons's door. It is always to be understood that the said way is to go over the said saw mill dam, so long as the proprietors there of shall keep up the said dam, and a passable way over it.

We also laid out another high way of thirty foot wide from the corner of Pelatiah West's pasture, all along as the way now goeth, up to the high way that is on the Easterly part of the farm of Ichabod Wadsworth, that leads down to the said town's Meeting house.

We also laid out another high way of thirty foot wide from said Phillip's brook down to said town's Meeting house, all along as the way now goeth, by Ichabod Wadsworth's and Nathaniel Brewster's, keeping the left hand way when we came against Sprague's Swamp, and so down by the Northerly side of the farm of Benjamin Prior, only against said Brewster's fence we turned out of the way to the right hand, by a little white oak marked, and came along in an old path by several marked trees, till it comes into the path that leads down from Nathaniel Cole's Senr to said Meeting house.

BENJAMIN DELANOE.
JOSIAH SOULE
JOHN WADSWORTH.

Recorded by me,

JOHN WADSWORTH, *Town Clerk.*

1722. April 17. Vol. a. Page 103.

Know all men by these Presents, That we, to wit, Aaron Soule of Pembroke, and James Thomas of Duxborrough in the County of Plymouth in the province of Massachusetts Bay in New England, yeoman, being equally owners and proprietors of four shares or fifth parts in a certain lot of salt meadow, lying and being within the township of

Duxborrow above said, said lot is the ninth lot in number in the salt meadow which belonged to the second division of the Commons which belonged to the towns of Duxborrough and Pembroke, above said, which said meadow was laid out Anno Domini 1712, our propriety in said lot being upon the Westerly part thereof, and till this time has laid undivided between us, We have agreed upon a division thereof, that each one might know his own respective part or proportion therein, and the division thereof is as followeth, viz We began at a stake by the side of a small creek which is in part the bounds between the said ninth and the tenth lot in the same meadows, near the head of the said creek where it parts in two small branches, said creek comes out of a bigger creek, which comes out of Little Wood Island River, and we ran from said stake, North West by North about half a point Northerly into the said first mentioned creek, and then coming back to the said stake, we ran a line from thence South East and by South about half a point Southerly, about ten rods to another stake set at the head of a little shoal creek or guzzle which comes out of the Mill River, and thence by said little shoal creek, till it comes to the Southerly bounds of said 9th lot.

Our mutual agreement is, that all that part of the said ninth lot that lyeth to the Westward of the above said bounds and line, shall be the said Aaron Soule's, and belong and appertain to him, his heirs and assigns forever, and to his and their only proper use, benefit and behoof forever, with all and singular, the profits, privileges and appurtenances thereunto belonging, and that all that other part of the said Ninth lot which till now hath been owned by us in equal proportion, and lyeth on the Easterly of the above said Bounds and line, shall be the said James Thomas's, and belong and appertain to him, his heirs and assigns, forever, and to his and their only proper use, benefit and behoof forever, with all and singular, the profits, privileges and appurtenances

there unto belonging, James Thomas having the other fifth share of said lot lying on the Eastward corner thereof. Now the above said division of the above said four shares in the above said Ninth lot of salt meadow, thus made. We the said Aaron Soule and James Thomas, do mutually agree, shall stand and remain, as a full settlement and division of the above said four shares in the said Ninth lot in said salt meadow for us, our heirs and assigns forever. In witness whereof we have here unto set our hands and seals the seventeenth day of April in the year of our Lord One thousand Seven hundred and twenty two.

AARON SOULE. (s)
JAMES THOMAS. (s)

Witness
MARY THOMAS.
HANNAH THOMAS.

1722. July 23. Vol. a. Page 105.

A mutual agreement between Joseph Soule John Simons and Joseph Simons, all of Duxborrough in the County of Plymouth in the province of Massachusetts Bay in New England, yeoman, is as followeth, viz

We the said Joseph Soule John Simons and Joseph Simons, being owners and proprietors of the fourteenth lot in the salt meadows in the second division of the Commons which belonged to the towns of Duxborrough and Pembroke in the County above said, viz, the said Joseph Soule being owner of three fifths parts, or shares, thereof, and the said John Simons and Joseph Simons being owners of one fifth part, or share thereof each of them, said lot lyeth in the township of Duxborrough above said, and was laid out Anno Domini 1712, and as yet hath laid undivided among them, therefore they, to wit, the said Joseph Soule, John Simons and Joseph Simons, that each of them might know his own respective part or proportion therein, have agreeded

upon a division thereof as followeth, viz. that the said Joseph Soule shall have for his said three fifths shares, these three parcels next mentioned. 1st all that part of said lot which lyeth upon little wood neck. 2nly all that little sedge flat (being part of said lot) that lyeth on the Easterly side of Great Wood Neck, 3rdly that part of said lot that is adjacent to the Northerly end of the 15th lot in the said salt meadows, and begineth at a stake standing in the line of the said 15th lot, on the westerly side of Great Wood Neck, and thence running up little Wood Island river as said river goeth, until it comes to Elnathan's River, to a stake standing near said river, and thence running South East and by East three degrees Easterly, to a stake upon the Easterly side of great wood neck, and thence on the same course into the river, and so down stream as the river goeth till it comes to a stake between two branches of a creek, thence to the stake first mentioned, and that the said Joseph Simons shall have for his said share in said fourteenth lot, this parcel bounded as followeth, viz. Begining at the stake at the North west end of the last mentioned part of said meadow laid to the said Joseph Soule, standing by Elnathans river, and thence running up stream as the river goeth, till it comes to a guzzle, and bounded by that guzzle till it comes to a stake at the head thereof, and thence East South East to a stake, and thence, the same course, into the river, and so by said river down stream, to Joseph Soule's last mentioned piece of meadow, and that the said John Simons shall have for his said share in the said fourteenth lot, all that part thereof that is not comprehended within the said Joseph Soule and Joseph Simons's parts thereof, bounded and described as above. Now the above said division of said fourteenth lot in the said salt meadows, thus made We the said Joseph Soule, John Simons and Joseph Simons, do mutually agree shall stand and remain as a firm and full settlement and division of the

above said fourteenth lot in the said salt meadows, for us, our heirs and assignes, forever, and that each one shall have and hold his own respective part or parts therein as is above expressed, with all and singular, the profits, privileges and appurtenances there to belonging to each of them, their heirs and assignes forever.

In witness whereof we have here unto set our hands and seals the twenty third day of July in the year of Our Lord God, One thousand Seven hundred and twenty two, 1722.

JOSEPH SOULE. (s)
JOSEPH SIMONS. (s)
JOHN SIMMONS. (s)

Signed Sealed and delivered in presence of

JOSIAH DELANOE.
CORNELIUS SOULE.

1723. Nov 30. Vol. a. Page 79.

An agreement between Christopher Wadsworth of the one part, and Grace Sprague, widdow, relict of William Sprague, late of Duxborrough, dec, of the other part, both of Duxborrough in the County of Plymouth, in the province of Massachusetts Bay in New England, is as followeth —

Where as we the said Christopher Wadsworth, and Grace Sprague, are at present in possession of the tenth lot in number, in the upland which belonged to the second division of the Commons which belonged to the towns of Duxburrough and Pembrook, in the County above said, and we being equally interested in said lot which till this time hath been in partnership and undivided between us, We therefor, that each one might know their own respective proportion in the said lot, have agreed on an equal division thereof as followeth, viz

We began at a stake and stones, in the line of the said tenth lot, viz, the line on the Southerly side of said lot, about the middle of the said line, and said stake standeth about three rods and a half to the Westward of a red oak tree marked, which is the North corner bounds of the Ninth lot in the said

division of upland, and standeth on the West side of North Hill way, and thence we run North Sixteen degrees Easterly, by a range of marked saplings, to a stake and stones standing in the range of the land of Benjamin Chanler.

Now our agreement is, that all that part of said tenth lot which lyeth to the Westward of the above said range of marked saplings, which run North sixteen degrees Eastward from the first mentioned stake and stones, to the last mentioned stake and stones, with all and singular, the profits, privileges, and appurtenances thereto belonging, shall be the proper part of the said Christopher Wadsworth, to belong and appertain to the only proper use, benefit and behoof of him the said Christopher Wadsworth, his heirs and assigns forever, and that all that part of said tenth lot, which lyeth on the Easterly of the above range of marked saplings which run North sixteen degrees Easterly, from the first mentioned stake and stones, to the last mentioned stake and stones, with all and singular, the profits privileges and appurtenances there to belonging, shall be the proper part of the said Grace Sprague, to belong and appertain to the only proper use, benefit and behoof of her the said Grace Sprague her heirs and assigns forever. Now the above said agreement and division thus made, We the said Christopher Wadsworth and Grace Sprague, do mutually agree shall be, stand and remain as a firm and full settlement and division of the above said tenth lot of land, for us our heirs and assigns, forever.

In witness where of we have here unto set our hand and seals the thirtieth day of November in the year of our Lord God, One thousand Seven hundred and twenty three, 1723.

CHRISTOPHER × WADSWORTH (S)
his mark

GRACE × SPRAGUE. (S)
her mark

Signed Sealed and delivered in presence of

JACOB THOMSON, WILLIAM BREWSTER.

1723-24. Jany 16. Vol a. Page 117.

Articles of agreement between John Partridge of Duxborrough, in the County of Plymouth, in the Province of Massachusetts Bay in New England, yeoman, of the one part, and Benjamin Alden of said Duxborrough, yeoman, of the other part, are as followeth viz. Where as, we, the said John Partridge and Benjamin Alden, are owners and proprietors of a certain tract or parcel of swampy land lying witkin the township of Duxborrough above said, on both sides of the South river, so called, said track of swampy land begineth at a place called Otter rock, and thence runneth down stream to the dam of the saw mill now standing on South river, and we being owners in equal proportion of said swampy land, which till this time hath remained in partnership and undivided between us, have agreed upon a division of part thereof, that each one might know his own respective preportion therein, and we divided all the swampy land from said Otter rock down stream to the Northerly side of said Alden's land, which lyeth on the Easterly side of the said South river, into two parts, as followeth viz We began at the Westerly end of the line or partition fence which parts the farms whereon we the said John Partridge and Benjamin Alden now dwell, and thence we run a West line across the said swampy land, and South river, to a stake and stones, standing on the Westerly side of the said swampy land, that is, on the Westerly side of the said South river. Now our agreement is, the said John Partridge having paid to the said Benjamin Alden, the sum of Three pounds in money, that all that part of the said swampy land on both sides of the said river up stream from said West line to said Otter rock, with all and singular, the profits, privileges, commodities, Hereditaments and appurtenances there to belonging, shall belong unto, and be the proper part of the said John Partridge, to belong and appertain to the only proper use, benefit and behoof of him the said John Partridge, his heirs and assigns, forever, and that

all that part of said swampy land on both sides of said river, from said West line down stream to the North westerly corner of the twenty three acres of land belonging to said Benjamin Alden, which is part of the 54th lot in the upland in Second division of the Commons which belonged to the towns of Duxborrough and Pembrook in the County above said, and running from said corner due West, across said swampy land and South river, with all and singular, the profits, privileges, commodities, hereditaments and appurtenances there to belonging, shall belong unto, and be the proper part of the said Benjamin Alden, to belong and appertain to the only proper use, benefit, and behoof of him the said Benjamin Alden, his heirs and assignes forever.

Now the above said agreement and division thus made, we the said John Partridge and Benj^m Alden, do mutually agree shall be, stand and remain as a full and firm settlement and division of the above said swampy land, viz, from Otter rock down the stream to said Northwesterly side of the said Alden's land as above said, for us, our heirs and assigns, forever, and shall be recorded in the records of the said Town of Duxborrough. In witness where of we have here unto set our hands and seals the Sixteenth day of January in the year of our Lord God, One thousand Seven hundred and twenty three or four.

JOHN PARTRIDGE. (s)
BENJAMIN ALDEN. (s)

Signed, Sealed and delivered in presence of

JOHN ALDEN.
JOHN WADSWORTH.

1723-24, Mar 23. Vol. a. Page 182.

Articles of agreement between Abraham Samson Sen^or of Duxborrough, in the County of Plymouth, in the Province of Massachusetts Bay, in New England, yeoman, of the one part, and Christopher Wadsworth of said Duxborrough, yeoman, of the

other part, are as follows, viz. Whereas we the said Abraham Sampson and Christopher Wadsworth, are owners and proprietors in equal proportion of two certain lots of land, lying and being within the township of said Duxborrongh, said lots are the forty fifth, and hundred and forth sixth lots in number, in the upland belonging to the second division of the Commons which belonged to the towns of Duxborrongh and Pembrook, in the County above said, and were laid out Anno Domini 1713, and said lots till this time have been in partnership and undivided between us. We therefore, that each one might know his own respective proportion in the said lots, have agreed upon a division thereof, as followeth viz

The said Christopher Wadsworth having paid to the said Abraham Samson three pounds five shillings in money, on the which consideration, our agreement is, that the whole of the said 146 lot, and Eight acres and a half of the said 45 lot, being all that part of the said 45 lot which lyeth on the Westerly side of the South river, with all and singular, the profits, privileges, hereditaments, commodities and appurtenances, there unto belonging, shall belong unto, and be the proper part of the said Christopher Wadsworth, to belong, and appertain to the only proper use, benefit and behoof of him the said Christopher Wadsworth, his heirs, executors, administrators and assigns, forever, and that all that part of the said 45th lot which lyeth on the Easterly side of the South river, being twenty nine acres and a half, should belong unto, and be the proper part of the said Abraham Samson, to belong and appertain to the only proper use, benefit and behoof of him, the said Abraham Samson, his heirs, executors, administrators and assigns, forever, with all, and singular, the profits, privileges, commodities, hereditaments and appurtenances there unto belonging.

Now the above said agreement and division thus made, we the said Abraham Samson and Christopher

Wadsworth, do mutually agree, shall be, stand and remain as a firm and full settlement and division of the two above said lots of land, for us and our heirs and assigns, forever.

In witness whereof we have here unto set our hands, and seals the twenty third day of March, in the year of our Lord God One thousand Seven hundred and twenty three or four.

ABRAHAM SAMSON. (s)

his
CHRISTOPHER (C) WADSWORTH. (s)
mark

Signed Sealed and delivered in presence of

JOHN DELANOI.
JOHN WADSWORTH.

1724-25. Feb. 1. Vol. a. Page 118.

Upon the 1st day of February Anno Domini 1724-25.

We the subscribers, to wit, Joseph Chanler Senr and Samuel Chanler, both of Duxborrough, in the County of Plymouth, in the Province of Massachusetts Bay in New England, have run the dividing line, and settled the bounds between the farms of land whereon we each of us do now dwell, as followeth, viz. We began at a stone set in the ground in the line of the Easterly side of the 149th lot in the upland in the Second division of the Commons, which belonged to the towns of Duxborrough and Pembrook, said lot being now in possession of Thomas Phillips, and from thence we run East 32 degrees South to Brewster's brook so called to a stump, and from thence we ran East 6 degrees Southerly, 7 rods to a stone set in the ground, and from thence we ran North 11 degrees and a half Easterly, to a stone pitched in the ground, on Westerly side of the Country road, which last mentioned stone is at the Easterly end of said dividing line, and we mutually agree the above said dividing line shall stand and remain as a dividing line or partition

between the above said farms, for us and our heirs and assigns forever. In witness whereof we have set our hands the day and year first above written.

JOSEPH CHANLER.

his
SAM[l] (a) CHANLER.
mark

Signed in presence of

ICHABOD SAMSON.
EBENEZER THOMAS.

1725. July 30. Vol. a. Page 119.

Upon the thirtieth of July Anno Domini 1725.

We the subscribers, to wit, John Weston and Benjamin Peterson of the one part, and William Brewster on the other part, all of Duxborrough in the County of Plymouth, in the Province of Massachusetts Bay, in New England, have run the line and settled the bounds between the salt meadow of the said John Weston and Benjamin Peterson, and the upland of the said William Brewster which lyeth adjacent each to the other in said Duxborrough in the Captain's Nook so called, said salt meadow and upland is part of the farm whereon Samuel Bartlet, late of said Duxborrough, Dec. dwelt at the time of his decease, and lyeth towards the Northerly part of said farm, said salt meadow lyeth contiguous to the salt meadow of Myles Standish, and is parted on the Northerly side there-of from the said Standish meadow by a ditch, We therefore began at the head or Westerly end of said ditch, and thence we run as the fence now standeth, about the Westerly part of said Weston and Peterson's meadow, as the fence now standeth, and thence as the fence now standeth, on the Southerly side of the said meadow, till we come to a stone pitched in the ground, in the said fence, said stone standeth about five or six foot distant from a small white oak tree marked, said tree standeth on the Northerly side of said fence about —— feet from the fence, and thence from said stone,

we ran East thirteen degrees and a half Northerly nearly ten rods, to another stone pitched in the ground, and from thence we ran North twenty one degrees Easterly, into the salt bay. Now our mutual agreement is, that the above said Bounds and line, settled and run as above said, shall be and remain to be the bounds and partition between our above said salt meadow and upland, for us our heirs and assigns forever. In witness where of we, viz, the above said parties, have here unto set our hand sand seals the day and year first above written.

JOHN WESTON. (s)
BENJAMIN PETERSON. (s)
WILLIAM BREWSTER. (s)

Signed, Sealed and delivered, in presence of
GEO. PARTRIDGE.
WILLIAM WITTER.

1728. April 5. Vol. a. Page 120.

Know all men by these Presents, that we the subscribers, to wit Samuel Seabury Senr. of Duxborrow in the County of Plymouth, in the Province of Massachusetts bay, in New England, Cooper, and Christopher Wadsworth of said Duxburrough, yeoman, Being owners and proprietors of a certain lot of salt meadow, lying and being within the township of said Duxborrough, said lot containeth five shares, and is the fifth lot in number in the salt meadow which belonged to the Second division of the commons which belonged to the towns of Duxborrough and Pembrook, in the said County, and was laid out Anno Domini 1712, and is bounded as may appear by the records of the proprietors of the land and meadows belonging to said division, the said Samuel Seabury being owner of three shares, or fifth parts in the said lot, and said Christopher Wadsworth being owner of two shares or fifth parts in the said lot, and said lot till this time hath laid in partnership and undivided between us. We have agreed upon a division there of that each one might know his own respective part, or proportion therein, and the division is as followeth viz.

We ran a straight line across the said lot, and began at a stake in the marsh, on the Easterly side of a creek which standeth in the range on the Easterly side of the said lot, and which stake is also a corner bound between the third and fourth lots in the said salt meadow, and from said stake we ran North west and by North, a quarter of a point North, to a stake set in the marsh by the side of the Mill river, and thence on the same course, into the said river. And our mutual agreement is, that all that part of said fifth lot that lyeth on the Northerly side of the above said cross line run as above said, shall be the said Samuel Seabury's part of said lot, and shall belong and appertain to him, his heirs and assigns, forever, with all, and singular, the profits, privileges and appurtenances there unto belonging, and that all that part of said fifth lot viz. all that part there of that lyeth on the Southerly side of the above said cross line run as above said, shall be the said Christopher Wadsworth's part of said lot, and shall belong and appertain to him, his heirs and assigns, forever, with all and singular, the profits privileges and appurtenances there unto belonging.

Now the above division of the above said fifth lot of salt meadow, thus made, We the said Samuel Seabury and Christopher Wadsworth, do mutually agree shall stand and remain as a firm and final settlement forever.

In witness where of we have here unto set our hands and seals, the fifth day of April, in the year of our Lord God One thousand Seven hundred and twenty eight.

SAML. SEABURY SEN^ORI. (s)
CHRISTOPHER × WADSWORTH. (s)
his mark

Signed, sealed and delivered in presence of

JOHN WADSWORTH, SEN^OR.
URIAH WADSWORTH.

1727. Jun 21. Vol. a. Page 157.

An agreement between Joseph Soule of Duxburrough in the County of Plymouth in the Province of Massachusetts bay, in New England, yeoman, of the one part, and Ephraim Cole of said Duxborrough yeoman, of the other part, is as followeth, viz. Whereas we, the said Joseph Soule and Ephraim Cole are owners and proprietors of the twentieth lot in the salt meadow of the second division of the commons which belonged to the township of Duxborrough and Pembroke in the County above said. The said lot being laid out for three shares wherein is contained a certain small Island called Block Island, and the said Joseph Soule being the proprietor of one share, or the third part of said lot, and the said Ephraim Cole being the proprietor of two shares, or two thirds part of said lot, which till this time hath been undivided between them, we therefore, that each one might know his own respective proportion in said lot, have agreed upon a division thereof as followeth, viz, that the above said small Island called Block Island, with all, and singular, the profits, privileges and appurtenances there unto belonging, shall belong and be the proper part of the said Joseph Soule, to belong and appertain to him the said Joseph Soule, his heirs and assigns, forever, and that all the residue, or other part of said lot, shall belong unto and be the proper part of the said Ephriam Cole, with all and singular, the profits privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benfit and behoof of him the said Ephriam Cole his heirs and assigns forever. Now the above agreement and division thus made, we the said Joseph Soule and Ephriam Cole do mutually agree shall be, stand and remain as a firm and full settlement and division of the above said Twentieth lot in said Salt meadows, for us, our heirs and assigns, forever.

In witness whereof, we have hereunto set our hands and seals, the Twenty first day of June in the

year of our Lord God one thousand Seven hundred and Twenty Seven. 1727.

Signed Sealed and delivered in presence of

JOHN SAMSON,
EBENEZER BARTLET.

JOSEPH SOULE (s)
his
EPHRIAM COLE × (s)
mark

1731. April 16. Vol. a. Page 137.

An agreement between Joshua Soule of Duxborrough in the County of Plymouth, in the province of Massachusetts Bay, in New England, coaster, of the one part, and Isaac Peterson of said Duxborrough, yeoman, of the other part is as followeth, viz. Whereas we, the said Joshua Soule and Isaac Peterson are owners and proprietors of two certain lots of land in equal proportion, lying and being within the township of Duxborrough above said, said lots being the fifty second and hundred and fifty first lots in the upland in the second division of the common lands which belonged to Duxborrough and Pembroke in the County above said, and were laid out Anno Domini 1713 and are bounded as may appear by the records of the proprietors of the common lands &c belonging to the said division. We therefore that each one might know his own respective proportion, and right in the two above said lots of land, have agreed upon a division thereof as followeth viz. That the said hundred and fifty first lot with all, and singular, the profits, privileges and appurtenances there unto belonging, shall belong and be the proper part of the said Joshua Soule, to belong and appertain unto the only proper use, benefit and behoof of him the said Joshua Soule, his heirs, administrators and assigns, forever, and that the above said fifty second lot of land, shall belong unto, and be the proper part of the above said Isaac Peterson, with all, and singular, the profits, privileges and appurtenances there unto belonging, to be-

long and appertain to the only proper use, benefit and behoof of him the said Isaac Peterson, his heirs, executors, administrators and assigns, forever. Now the above said Agreement and division thus made, we the above said Joshua Soule and Isaac Peterson, do mutually agree shall be, stand and remain as a firm and full settlement and division of the said two lots of land, for us, our heirs and assigns, forever.

In witness whereof we the said Joshua Soule and Isaac Peterson, have here unto set our hands and seals the sixteenth day of April in the year of our Lord God one thousand Seven hundred and thirty one.

JOSHUA SOULE (s)
ISAAC PETERSON (s)

Signed Sealed and delivered in presence of
PEREZ DREW.

1731. Aug. 19. Vol. a. Page 289.

An agreement between Thomas Southworth of Duxborrough in the County of Plymouth in the Province of Massachusetts Bay in New England, yeoman, of the one part, and James Thomas of said Duxborrough, yeoman, of the other part, is as followeth viz—

Where as, We, the said Thomas Southworth and James Thomas, are owners and proprietors in equal proportion in the Third lot in Salt meadows which belonged to the second division of the Common lands, which belonged to the towns of Duxborrough and Pembrook in the County above said, and the said lot at present lyeth undivided between us. We therefore, that each one might know his own respective right and proportion therein, have agreed upon a division there of in the manner and form following viz. We began on the Southerly side or part of said lot at the mouth of a small creek that runneth out of the river or Salt bay near North, and near the middle of the said lot, and said creek runneth almost through said lot to the line of the North side or part

there of. Our agreement therefore is, that the said creek as it now runneth Northerly to the head thereof, and from thence to a stake in the marsh, a little above the head of the said creek running still Northerly, and from thence, the same range still directed by the ranging of the said creek, till it comes to the above said line on the North side of the said lot, shall be the division of the said lot in two parts, and that all that part of said lot that lyeth on the Westwardy side of said dividing creek and Northerly range through said lot, with all and singular, the profits, privileges and appurtenances there unto belonging shall belong unto, and be the proper part of James Thomas, to belong and appertain to the only proper use, benefit and behoof of him the said James Thomas, his heirs and assigns, forever, and that all that part of the said lot that lyeth on the Easterly side of said dividing creek, and Northerly range through said lot, with all and singular, the profits, privileges and appurtenances there unto belonging, shall belong unto and be the proper part of said Thomas Southworth, to belong and appertain to him the said Thomas Southworth, his heirs and assigns forever. Now the above said agreement and division thus made, we the above said Thomas Southworth and James Thomas, do mutually agree shall be, and stand and remain as a full settlement and division of the above said lot of salt meadow, for us, our heirs and assigns, forever.

In witness where of we the above said Thomas Southworth and James Thomas have here unto set our hands and seals, the nineteenth day of August, in the year of our Lord God One thousand seven hundred and thirty one.

—Signed—

1732. June 16. Vol. a. Page 138.

An agreement between Ichabot Samson of Duxborrow in the County of Plymouth in the Province of the Massachusetts Bay in New England, Cordwainer, of the one part, and Joshua Soule of said Duxborrough, yeoman, of the other part is as followeth, viz, Whereas the said Ichabod Samson and Joshua Soule are owners and proprietors of a lot of salt meadow, lying in Duxborrough, in the skirt of the marshes that did belong to Duxborrough and Pembrook as Commons, and was laid out in the year 1712, and is the Twenty fourth lot in number, as by the records of the proprietors of the Common lands &c, will appear. Said lot, is the Twenty fourth in number, and begins at a stake which is the North West corner bound of the Twenty third lot, and is bounded by the Twenty third lot on the East side thereof, until it comes down to the bay or river, and thence it is bounded by the bay or river on the South end, and by the West side until it comes to a creek by which the North end is bounded, until it comes to a stake standing by said creek, which is the stake first mentioned. We therefore, that each one might know his own right, have agreed to divide said lot as followeth. We began on the Westerly side of said lot, at a stake and stone standing near the river or bay, and run South 87 degrees Easterly, to a stake and stone standing in said lot, and thence the same course to a stake standing in the range of the 23d lot. Now our agreement is, that the above said Ichabod Samson shall have all the South end, or part of said lot, that is to the Southward of this our division line, to him and his heirs forever, and that the above said Joshua Soule shall have all that part, or end of said lot that lyeth to the Northward of this our division line, that is to him and his heirs forever, for their only proper use, benefit and behoof forever. Now the above agreement and division thus made and established, we the above said Ichabod Samson and Joshua Soule, do mutually agree, shall be, stand and reman as a firm and full settle-

ment and division of the above said salt meadow, for us, our heirs and assigns, forever. In witness where of we the above said Ichabod Samson and Joshua Soule, have here unto set our hands and seals the sixteenth day of June, in the year of our Lord God one thousand seven hundred and thirty two.

ICHABOD SAMSON. (s)
JOSHUA SOULE. (s)

Witness —

NICHOLAS WADE.
EZEKIEL SOULE.

1732–3. Feb 27. Vol. a. Page 136.

To whom these presents shall come, know ye that whereas we, Samuel Chanler and Chrestopher Wadsworth, both of the town of Duxborrough in the County of Plymouth in the province of the Massachusetts bay in New England, husbandmen, having lands lying joining together within the township above said, near the dwelling house of the above said Chanler in said Duxborrough, and having hereto fore had difference about the bounds, or ranges of said lands between us, do now agree to settle and fix the bounds and ranges of said land between us, and with the help and assistance of Ebenezer Byran and Joseph Prior of Bridgewater, we do agree that the bounds or ranges of the above said lands, shall continue forever hereafter, which are as followeth, viz. Begining at a stone and a white oak bush, it being the South East corner of Thomas Phillips's house lot, and running from thence South 13 degrees East, 48 rods to a white oak tree marked on four sides, it being called the South corner of the lot that was formerly George Williamson's, and from thence, East, 4 degrees South, 66 rods to a pine tree marked on four sides, standing on the West side of the country road, near said road, and from thence North, 16 degrees East 26 rods to a stake, then North 28 degrees East 28 rods, to a stake, then

North 25 degrees East 32 rods to a white oak sapling standing near said country road on the Southerly side of said road, marked on four sides. And we do also agree that if either of the parties mentioned in these presents, have fallen, or cut any trees or woods on the other near the said settled lines, that he shall not be counted a trespasser for the same, and now for the confirmation and further establishment of the above said settlement and agreement, we have hereunto set our hands and fixed our seals this Twenty Seventh day of February Anno Domini 1732-3.

his
SAMUEL (√) CHANLER. (s)
mark

his
CHRISTOPHER (C) WADSWORTH. (s)
mark

Signed Sealed and delivered in presence of
EBENEZER BYRAN.
JOSEPH PRIOR.

1733. July 10. Vol. a. Page 171.

An agreement between us the subscribers, all of us belonging to the town of Duxborrough in the County of Plymouth in the province of the Massachusetts bay, in New England, husbandmen, is as followeth, viz. Whereas, we, the subscribers are owners of a lot of salt meadow lying in the township of Duxborrough aforesaid, and is part of the commons that did belong to the towns of Duxborrough and Pembrook, in the county above said, and were laid out in the year 1712, said lot is the 19 lot in number, and fill to be in the skirts of the marshes, said lot is equally owned alike by us, saving Mr. Nathaniel Brewster is owner of two shares, or 5 parts thereof.

That each might know his own proper part, we agreed to divide it thus, We began the first division or share, at a stake which is the South east corner

bounds of said lot and run N — 2 degrees Westerly to a stake about 6 rods to the Northward of a small creek standing in the range between the 18 and 19 lots, and from said stake 82 degrees Westerly to a stake standing in the range of the 20th lot. This first share contains all this South end or part, of said lot, and fell by lot to Isaac Peterson. The second share is bounded on the South side by the first, and from the bounds of the first, it is bounded on the West end by the 20th lot to a stake standing by a creek, thence North 66 degrees East, 8 poles to a stake, which is the corner of the 5 shares, thence about 4 poles the same course to another stake thence N 59 degrees Easterly, to a stake in the range of the 18th lot, and bounded by the 18th lot to the bounds of the first share, and fell to Nathaniel Brewster. The third share begins at the N. E. corner of the 2d share, and runs South 59 degrees Westerly to a stake in the range of the 2d share, and from thence North, 8 degrees Westerly, to a stake, on the West side of a creek, and by said creek to Phillip's creek, and by Phillip's creek to the bounds of the 18th lot by which it is bounded on the North by Phillip's creek, on the East by the 2d share to a stake which is the corner there of and thence North 37 degrees West to a stake which is in range between the 4th and 5th lots, and thence by the same course to Phillip's creek first mentioned, and fell to Christopher Wadsworth. The 5th share begins at a stake which is the corner of the 2d lot or share, and runs North 66 degrees East, 8 rods to the corner stake of the 4th lot or share, thence North 37 degrees Westerly by the range of the 4th share, to a stake standing in the range of the 4th lot, thence by the same course down to the mouth of Phillip's creek, and contains all that part or corner of said 19th lot that lyeth to the North west of those two mentioned lines, and fell to Joshua Soule.

Now having thus divided this our 19th lot of salt meadow, and lotted for the same, as herein ex-

pressed, we the said subscribers, do mutually agree shall stand and remain a firm settlement for us, our heirs, forever. In witness where of we the above said Nathaniel Brewster, Isaac Peterson, Christopher Wadsworth and Joshua Soule, have here unto set our hands and seals this Tenth day of July in the year One thousand Seven hundred and Thirty three.

NATHANIEL BREWSTER. (s)
ISAAC PETERSON. (s)
CHRISTOPHER × WADSWORTH. (s)
his mark
JOSHUA SOULE. (s)

Signed, Sealed and delivered in presence of

JOHN TURNER.
ISAAC PARTRIDGE.

1735. Dec. 24. Vol. a. Page 189.

An agreement between Thomas Phillips Jun of Duxborrough in the County of Plymouth in the province of Massachusetts bay in New England, housewright, of the one part, and Blanie Phillips of said Duxborrow, cordwainer, of the other part, is as followeth viz.

Where as, we the said Thomas Phillips Jr and Blanie Phillips of said Duxborrough, are owners and proprietors in equal proportion, of a certain lot of land lying, and being within the township of Duxborrough above said, containing about Forty and Nine acres, and said lot is the hundred and fifty first lot in number, in the upland in the second division of the Commons which belonged to the towns of Duxborrough and Pembrook, in the County above said, and was laid out Anno Domini 1713, and it is bounded as may appear by the records of the Proprietors of said land belonging to said division. We therefore, that each one of us might know his own respective proportion and right in the above said lot of land, which till this time hath lain in equal part

nership and undivided between us, have agreed upon a division thereof as followeth viz.

We divided the said lot by a line begining at a stake and stones which is set in the line on the Easterly side or part of the said lot, which stake and stones standeth Forty one rods distant and running Fifty eight degrees East from the North easterly corner bounds of the above said lot, and thence from the said stake and stones, we run North 88 degrees Westerly 97 rods, to a pine tree marked, standing in the line on the Easterly side or part of the said lot. Our agreement therefore is, that the said line which begins at the said stake and stones in the line on the Easterly side or part of said lot, and thence running North 88 degrees Westerly 97 poles to a pine tree marked, standing in the line on the Westerly side or part of said lot shall be the dividing line of said lot, and that all that part of said lot that lyeth on the Southerly side of said dividing line with all the profits privileges and appurtenances there unto belonging, shall belong unto and be the proper part of the above said Blanie Phillips, his heirs and assigns, forever, to belong and appertain to his and their only proper use, benefit and behoof, forever, and that all that part of said lot that lyeth on the Northerly side of said dividing line, with all the profits, privileges and appurtenances there unto belonging, shall belong unto and be the proper part of the above said Thomas Phillips, his heirs and assigns, forever, to belong and appertain to his and their only proper use, benefit and behoof forever.

Now the above said agreement and division thus made, we the above said Thomas Phillips and Blanie Phillips do mutually agree shall be, stand and remain as a firm and full settlement and division of the above said lot of land, for us our heirs and assigns, forever.

In witness whereof, we the said Thomas Phillips and Blanie Phillips, have here unto set our hands

and seals, this the Twenty fourth day of December in the year of our Lord God One thousand Seven hundred and Thirty five — 1735.

THOMAS PHILLIPS JR. (s)
BLASH PHILLIPS. (s)

Signed, Sealed and delivered in presence of

JOSEPH BARTLET JR.
PELEG WADSWORTH.

1735-36. Jany 5. Vol. a. Page 179.

An agreement between Thomas Phillips Senr of Duxborrough in the County of Plymouth, in the Province of Massachusetts Bay, in New England, housewright, of the one part, and Samuel Chanler of Duxborrough above said, yeoman, of the other part, and the said agreement is as followeth viz.

That whereas we the said Thomas Phillips and Samuel Chanler, are owners and proprietors of the hundred and forty ninth lot, and the hundred and fifty second lot, and the said lots are of the second division of the Commons in the upland which belonged to the towns of Duxborrough and Pembrook, in the County and Province as above said, and we therefore that each one of us might know his own respective right and proportion there in, have agreed upon a division thereof, and is as followeth viz.

Begining at a stake and stones standing in the line of the Easterly side of the one hundred and forty ninth lot above said, about fifty rods from a stake which is the Southeasterly corner bound of said hundred and forty ninth lot above said, and from said stake and stones, we run the dividing line South eighty four degrees West, forty six rods to a stake and stones, and from thence South, nine degrees East about six rods and a half to a stake and stones, and from thence South, eighty degrees West, about thirty nine rods to a stake and stones standing in the line of the Westwardly side of the said hundred and forty ninth lot, and the line of the Easterly side of

the said hundred and fifty second lot, and from thence South, seventy two degrees West, five rods and a quarter to a stake and stones, and from thence South, six degrees West, seven rods to a stake and stones, and from thence South, seventy six degrees West, to a stake and stones standing in the line of the Westerly side of said hundred and fifty second lot, and we do agree that the above said lines thus run, bounded and described as above said, shall be a full and a stated division of said lots, and further, our agreement is that all that lower or Southerly part of or that part of the said lots that lyeth on the lower or Southerly side of the dividing lines of both said lots discribed above, shall be the proper part or right of the said Thomas Phillips, with all and singular, the profits privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him the said Thomas Phillips his heirs, executors, administrators and assigns, forever. And all that part of said lots, that lyeth on the upper or Northerly side of the said dividing lines of the said lots discribed as above said, shall be the proper part or right of said Samuel Chanler, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit, and behoof of him, the said Samuel Chanler, his heirs, executors, administrators and assigns, forever.

And now the above said agreement and division thus made and discribed as above said, We the said Thomas Phillips and Samuel Chanler, do mutually agree that it shall stand, be and remain, as a good firm and full settlement and division of the above said hundred and forty ninth and one hundred and fifty second lots of land, for us, our heirs, executors, administrators and assigns, forever.

In witness where of we the said Thomas Phillips and Samuel Chanler have here unto set our hands and seals, the fifth day of January, in the year of

our Lord God One thousand Seven hundred and Thirty five or thirty six — 1735-36.

THOMAS PHILLIPS (s)
his
SAML. (Z) CHANLER, (s)
mark

Signed, sealed and delivered in presence of

WALL WADSWORTH
JOHN WADSWORTH.

[*Memorandum.*]

Before signing and sealing the above said agreement the above said Thomas Phillips, his heirs and assigns, are hereby obliged to make up the fence in the above mentioned Seven rods in the line which runs South 6 degrees West, to a stake and stones, and to maintain or keep up the said fence forever.

1735-6. Jany 6. Record No. 5. Page 13.

Know all men by these Presents. That Whereas We, Thomas Southworth, Benom Delanoe and Joshua Delanoe, all of Duxborrough in the County of Plymouth in New England, yeoman, having uplands and meadow lands that are adjacent in said Duxborrough, and there never as yet being any bounds prefixed between us by any record what so ever, and to the intent that each party may know his own bounds between each other, we have fully agreed that the bounds as they are hereafter described, shall be and remain for us our heirs and assigns, forever viz. We began at a stake with stones about it, standing on the Westerly end of a small Island or hummock that lyeth on the South side of the Mill brook in the salt marsh, and from said stake it runneth up the brook North, Twenty one degrees West which is about two rods, and so back unto the said stake again, and then it runneth South Twenty one degrees East, fifteen rods to the fence that now is between us, which came about three feet to the Westward of a large apple tree standing about West from Joshua Delanoe's house, having a large

mortice made through the same, and then it runneth Southerly as the fence now stands, a direct course until it cometh unto the east side of a large apple tree called the Iron Apple tree, and from thence it runneth as the fence now standeth, unto the road that is laid out down to Powder Point, which came on the West side of a small or young apple tree that standeth about five rods to the Northward of said road, said last bounds wheeling somewhat more Westerly than the former did, which is the bounds as above said, we do allow to be the stated bounds between us, our heirs and assigns forever, and in testimony where of we have set our hands and affixed our seals, and ordered the same to be recorded on the Town records of Duxborrough, this Sixth day of January Anno Domini 1735–6.

THOMAS SOUTHWORTH. (s)
BENONI DELANOE. (s)
JOSHUA DELANOE. (s)

Signed and Sealed in presence of

NATHANIEL CHANLER.
JEDEDIAH SOUTHWORTH.

1734. Dec. 5. Record No. 5. Page 13.

Where as, we Stephen Andrews, Jonathan Peterson and Reuben Peterson, all of Duxborrough, in the County of Plymouth, in New England, do jointly own, and are possessed of a certain piece of salt meadow lying and being in Duxbury afore said, the meadow lyeth adjacent to the beach called the salt house beach, and the hummock called Rouses hummock, and is the meadow that Mr. Jonathan Peterson purchased of Mr. John Wadsworth of Duxborrough afore said. And as yet no deeds of partition being signed by either of us, Now Know all men by these presents, that we the above said Stephen Andrews, Jonathan Peterson and Reuben Peterson have mutually agreed, and also do divide the same as followeth, viz. Begining at the Northerly end of the said meadow adjacent to Fords meadow, and so ranging

Southerly by the creek as said meadow is bound, by the creek till it comes to a stake that standeth by the creek, and from said stake to a range South East by East, near about thirty rods, to another stake and upon the same range till it comes to the beach, all the meadow within the afore said Bounds, the said Stephen Andrews is to have, and he, his heirs and assigns to enjoy for his part of the above meadow, and Reuben Peterson, for his part of said meadow, is to have from the last mentioned stake Southerly by the edge of said meadow till it comes to another stake standing on the North west side of said hummock, and thence North west, two rods to a stake standing by a little creek, and from thence as the creek runs, to another stake standing by the same creek, and from thence South west five rods to another stake, and from the last mentioned stake in the same range, across a small salt pond to the mouth of a ditch, and bounded by said ditch to the creek that is the bounds between Ichabod Wadsworth meadow and the afore said tract of meadow, all the meadow within the bounds last mentioned, the said Reuben Peterson his heirs and assigns is to quietly and peacably enjoy for his part of said meadow. And all the remainder of the afore said piece of meadow the said Jonathan Peterson, his heirs and assigns is to have for his part of said meadow, and in testimony that this is our division, and that we oblige ourselves, heirs, executors, administrators and assigns to stand to the same, we have here unto set our hands and seals this Fifth day of December, Anno Domini 1734.

STEPHEN ANDREWS. (s)
JONATHAN PETERSON. (s)
REUBEN PETERSON. (s)

Signed Sealed and delivered in presence of

MICAH SOULE.
ELIZABETH ANDREWS.

1736. May 18. Record No. 5. Page 14.

An agreement between Jonathan Peterson and Reuben Peterson, both of Duxborrough, in the County of Plymouth, in the province of Massachusetts bay in New England, yeoman, and said agreement is as followeth viz. That whereas we the said Jonathan Peterson and Reuben Peterson, are owners and proprietors of a certain tract of land lying and being within the township of Duxborrough above said, being about Seventy acres more, or less, and said tract of land is that tract of land which was given to us by our honored father, Mr. Jonathan Peterson, which he formerly purchased of said Duxburrough, and we are likewise owners and proprietors of the Thirteenth lot in number of the upland in the first division of the Commons, belonging to the townships of Duxborrough above said, and Pembrook in the County above said, and we are likewise owners and proprietors of the hundreth and the hundred and first lots in number belonging to the second division of the Commons belonging to the townships of Duxborrough and Pembrook above said, and these three lots above said were all given to us by our honored father Mr. Jonathan Peterson above said, and we therefore, that each of us might know his own respective right and proportion therein, have agreed upon a division there of, and is as followeth, viz. Begining at a stake and stones, standing in the line on the South Easterly side of the tract of land which is first above here mentioned, and said stake and stones stands or bears South west and by South half a point Southerly, Sixty four rods and a half from a stake and stones which is the East South Easterly corner bounds of said tract of land first mentioned, and from said stake and stones first mentioned, we run the dividing line North almost twenty six degrees West, to a red oak tree marked, and so on the same range to the brook called Keins brook, and from said stake and stones first mentioned, and so on said line to said brook is Eighty nine rods and a half, and we the said Jonathan

Peterson and Reuben Peterson, do mutually agree that the above said line thus run, bounded and discribed as above, shall be a full and stated division of the tract and lots of land, and further our agreement also is that all that part or half of said tract of land first mentioned, that lyeth on the Southwesterly side of said dividing line, together with one half of the Thirteenth lot above said, or all that part of said thirteenth lot that the said Reuben Peterson has not sold to James Thomas, together with one half of the dwelling house and Barn that come by our said father, shall be the proper part, or half of the said Jonathan Peterson, his heirs, executors, administrators and assigns, forever, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said Jonathan Peterson, his heirs, executors, administrators and assigns forever, and all that part, tract, or half part of land that lyeth on the North easterly side of the said dividing line, together with the two second division lots above said, the hundredth and the hundred and first lots in number, together with one half of the dwelling house and barn, with half of the well, shall be the proper part or half of the said Reuben Peterson, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said Reuben Peterson, his heirs, executors, administrators and assigns forever. And further it is to be understood that the said Jonathan Peterson is to have a good and sufficient cart way of Fourteen feet wide, through gates or bars upon a straight line from said barn to said house, and so from said house as the way now goes, the same width out to the said Jonathan Peterson's part of his land, and the said Jonathan is to have a sufficient way to the well from said house and said well is half said Jonathan Peterson's and said Jonathan Peterson is to have a cart way through gates or

bars fourteen feet wide from said house as the way now goeth, out at the gate now standing, and it is to be understood that the said Reuben Peterson is to have a good and sufficient cart way through the said Jonathan Peterson's land above said where it may be most beneficial to said Reuben Peterson and least prejudicial to said Jonathan Peterson, and it is to be understood that the said Jonathan Peterson is not to

pull down his part of said dwelling house or barn, or well whereby the said Reuben Peterson may be damaged. And now the above said division and agreement thus made and described as is above said, that we, the said Jonathan Peterson and Reuben Peterson, do mutually agree that it shall stand, be, and remain as a firm and full settlement and stated division of the above said tract and lots of land and buildings, for us our heirs, executors, administrators and assigns forever. In witness where of we the said Jonathan and Reuben Peterson, have here unto set our hands and seals, this Eighteenth day of May, in the year of our Lord God One thousand Seven hundred and thirty six — 1736.

JONATHAN PETERSON. (s)
REUBEN PETERSON. (s)

Signed, sealed and d'ld in presence of

JOHN WADSWORTH JR.

MARTHA × MACKFARLAND.
her mark

1735. April 15. Record No. 5. Page 15.

An agreement between Isaac Simons Senr of Duxborrough, in the County of Plymouth, in the province of Massachusets bay, in New England, yeoman, on the one part, and Joseph Peterson Sen. of said Duxborrough, yeoman, on the other part is as followeth, viz. Whereas we the said Isaac Simons, and Joseph Peterson are owners and proprietors of the Seventy third lot in the uplands in the Second division of the commons, which belonged

to the Towns of Duxborrough and Pembrook, in the County above said, and the said lot till this time hath laid undivided between us, we therefore, that each of us might know his own respective right and proportion therein, have agreed upon a division thereof as followeth, viz.

We run from a Pine tree marked, in the head range of the said Peterson's farm whereon he now dwelleth, South nine degrees Westerly, Twenty four pole, to a stake and stones about three or four rods in the swamp, in the Easterly range of the said lot, and at the said stake and stones we began a dividing line, and run from the said Stake and Stones North, Eighty three degrees westerly through the said lot, to another stake and stones which is the Westerly corner bounds of the said Seventy third lot, and we do agree that the said line thus run from the first mentioned stake and stones to the last mentioned stake and stones, shall be a full and stated division of the said lot, and our agreement also is, that all that part that lyeth on the Northerly side of the said dividing line, shall be the proper part of the said Joseph Peterson, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said Joseph Peterson, his heirs and assigns forever.

And that all that part of the said lot that lyeth on the Southerly side of said dividing line, shall be the proper part of said Isaac Simons, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to him the said Isaac Simons his heirs and assigns to his and their only proper use, benefit and behoof forever.

Now, the above said Agreement and division thus made, we the above said Isaac Simons and Joseph Peterson do mutually agree, shall stand, be, and remain as a firm and full settlement and division of the said Seventy third lot of land, for us, our heirs and assigns forever.

In witness where of we have hereunto set our hands and seals this, the fifteenth day of April in the year of our Lord God One thousand Seven hundred and Thirty five. 1735.

ISAAC SIMONS SEN^OR. (s)
his
JOSEPH (X) PETERSON. (s)
mark

Signed, Sealed and delivered in presence of
SETH BARTLET.
JOHN WADSWORTH JR.

1736. July 7. Record No. 5. Page 15.

An agreement between Hezekiah Bradford of Kingston, in the County of Plymouth, in the Province of Massachusetts bay, in New England, yeoman, in the one part, and Blanie Phillips of Duxborrough in the County above said, yeoman, of the other part, and said agreement is as followeth, viz. That where as, we the said Hezekiah Bradford and Blanie Phillips are owners and proprietors of the hundred and forty seventh lot of upland in the second division of the Commons which belonged to the townships of Duxborrough above said, and Pembrook in the County and Province above said, and we therefore, that each of us might know his own respective right and proportion there in, have agreed upon a division thereof as followeth, viz. Begining at a stake and stones, standing in the line on the Westerly side of said lot, and said stake and stones bears about South, Eight degrees Easterly, Fifty three rods from a white oak tree marked, which is the North westerly corner bounds of said lot, and from said stake and stones we ran North, Sixty seven degrees East, to a stake and stones standing in the line on the Easterly side of said lot. And we do agree that this said line shall be the said dividing line, and this said line thus run bounded and described as above said, shall be a firm and stated division of said lot, and our agreement is, that all that part or half of the lower, or South South Easterly side of said dividing line, shall

be the proper part or half of the said Hezakiah Bradford, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit, and behoof of him, the said Hezakiah Bradford, his heirs, executors, administrators and assigns forever. And all that part or half of said lot that lyeth on the upper or North North Westerly side of said dividing line, shall be the proper part of the said Blanie Phillips, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to him the said Blanie Phillips, his heirs, executors, administrators and assigns forever. And now the above said agreement and division thus made and described, as above said, we the above said Hezakiah Bradford and Blanie Phillips, do mutually agree shall stand, be, and remain as a full and firm settlement and division of the above said Hundred and Forty seventh lot of land, for us, our heirs, executors, administrators and assigns, forever. In witness whereof we the said Hezakiah Bradford and Blanie Phillips, have here unto set our hands and seals this the Seventh day of July, in the year of our Lord One thousand Seven hundred and Thirty six. 1736.

HEZAKIAH BRADFORD. (S)
his
BLANIE × PHILLIPS. (S)
mark

Signed sealed and dld in presence of

EBENEZER WADSWORTH.
PHINEHAS SPRAGUE

1736. Nov. 24. Record No. 5. Page 17.

An agreement between Joshua Soule of Duxbourough, in the County of Plymouth, in the Province of Massachusetts Bay in New England, yeoman, of the one part, and Samuel Williamson of Marshfield, in the County and Province above said, malster, of the other part, and said agreement is as followeth, viz. That whereas we the said Joshua Soule and

Samuel Williamson are owners and proprietors of the Fifty eight lot in number, in the upland belonging to the Second division of the Commons which belonged to the townships of Duxburrough and Pembrook, in the County above said, and we, therefore, that each of us might know his own right and proportion therein, have agreed upon a division thereof as followeth, viz. Begining at a small Pine tree marked, which is the Southerly corner bounds of James Thomas's lot, and the West Northwesterly corner bounds of the said Fifty eighth lot, and from thence South, Seventy eight degrees Easterly to a stake and stones standing in the line on the East South Easterly side of the said Fifty Eighth lot.

And we do agree that the above said line, thus run, bounded and discribed as above said, shall be a full and stated division of said lot, and further, our agreement is, that all that part or half that lyeth on the Westerly side of said dividing line of said lot, shall be the proper lot or part of the said Joshua Soule, with all and singular, the profits, privileges and appurtenances there unto belonging, to belong to and appertain to the only proper use, benefit and behoof of him, the said Joshua Soule, his heirs, executors, administrators and assigns forever. And that all that part, or half of said lot that lyeth on the East North Easterly side of said dividing line, shall be the proper part, or half of the said Samuel Williamson, with all, and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain unto the only proper use, benefit and behoof of him the said Samuel Williamson, his heirs, executors, administrators and assigns forever. And now, the above said agreement and division thus made, we the said Joshua Soule and Samuel Williamson do mutually agree that it shall stand, be, and remain as a firm and full settlement and division of the above said Fifty Eighth lot of land, for us, our heirs, executors, administrators and assigns forever. In witness whereof, we the said

Joshua Soule and Samuel Williamson, have here unto set our hands and seals this the Twenty fourth day of November in the year of our Lord God One thousand Seven hundred and Thirty six — 1736.

JOSHUA SOULE. (s)
SAML WILLIAMSON. (s)

Signed Sealed and delivered in presence of

JOANNA WILLIAMSON.
BETTY LOW

1738. July 5. Record No. 5. Page 22.

Covenanted, concluded and fully agreed upon by Joshua Samson of Duxborrough in the County of Plymouth in the province of Massachusetts bay in New England, husbandman, on the one part, and Caleb Samson Jr. of said Duxborrough, husbandman, on the other part, as followeth, viz. Whereas we, the said Joshua Samson and Caleb Samson, are owners and proprietors of two lots and a half of land, lying and being within the township of said Duxborrough, which said two lots and a half of land have sometime laid in partnership, and undivided between us, we therefore that each of us might know his own respective part of the above said lands, have agreed to divided the same, and the division thereof to be as followeth, viz.

One of the above said lots is the Fifty fifth lot in the first division of the common lands in the town of Duxborrough above said, which were laid out Anno Domini 1710, and the above said half lot is half of the Fifty Sixth lot in above said division, and is Northerly part of the said lot, and the 55th and 56th lots lie contiguous each unto the other, and we divided the said lot and half of land, by a line begining at a stone pitched in the ground in the range between the said 55th and 56th lots, which stone is the Northwesterly corner bounds of the land of Phillip Chanler, viz his part of the said 56th lot, and from said stone running West, a little Northerly about three rods, to another stone pitched in the

ground, and from thence North, 19 degrees West to another stone pitched in the ground, in the line on the Northerly side or part of the said 55th lot.

Our agreement is therefore, that all that part of the said 55th and 56th lots that lyeth on the Easterly side of the said dividing line, shall belong unto and be the proper part of the said Caleb Samson, his heirs and assigns forever, with all the profits, privileges and appurtenances there unto belonging, and that all the other part of the said 55th lot, shall belong unto, and be the propar part of the said Joshua Samson, his heirs and assignes forever, with all the profits, privileges and appurtenances thereunto belonging. And the other of the above mentioned lots is the 168th lot in number in the upland in the second division of the commons which belonged to the towns of Duxborrough and Pembrook in the County above said, which we also divided by a line begining at a Black Oak tree marked, standing by the country road, below the four mile hill, being the oorner bound of the 52nd lot in the above said first division of lands, and thence ranging Forty three rods and a half in the line of the said 52nd lot, to a stake and stones, and thence running South 57 degrees, East 27 rods to a white oak tree marked, and thence South, 42 degrees East, to the range of the 53rd lot in the first division above mentioned, to a stake and stones.

Our agreement is that all that part of the above said 168th lot lying on the Westerly side of said dividing line last mentioned, shall belong unto, and be the proper part of the said Joshua Samson, his heirs and assigns forever, with all the profits, privileges and appurtenances there unto belonging, and that all that part of said 168th lot lying on the said parties, their heirs and assigns, through each others land, divided as above said, for the use and convenience of each other of them, their heirs and assigns forever. And now the above said agreement and division thus made, we the above said Joshua

Samson and Caleb Samson, do mutually agree, shall Easterly side of said dividing line, shall belong unto, and be the proper part of the said Caleb Samson, his heirs and assigns forever, with all the profits, privileges and appurtenances there unto belonging. Also, our agreement that there shall be convenient ways allowed through gates or bars, by each of the above stand, be, and remain a firm and full settlement and division of the above said two lots and a half of land, for us, our heirs and assigns forever.

In witness where of we have here unto set our hands and seals, this Fifth day of July in the year of our Lord God One thousand Seven hundred and Thirty Eight. 1738

JOSHUA SAMSON, (S)
CALEB SAMSON. (S)

Signed, Sealed and d'lv'd in presence of

JOSHUA SOULE
PHILLIP CHANDLER.

1740. Aug. 25. Record No. 5. Page 30.

We the subscribers having laid out to Benjamin Prior a small parcel of land contiguous to the farm whereon he now dwelleth, by virtue of a grant by the said town of Duxborough to the said Prior, at a town meeting August 25th A. D. 1740, the said grant was as followeth viz. four acres of land, but not exceeding that. The said parcel of land is bounded as followeth viz.

Begining at a stake and stones standing on the Westerly side of the town road, said stake and stones is the South easterly corner bound of the farm whereon the said Benjamin Prior now dwelleth, and from thence running South, a little Westerly, by the Westerly side of the said road, till it comes to the land of Moses Soule, and from thence North 70 degrees West, 19 rods and a half, to a stake and stones, and from thence North 15 degrees West, 30 rods and a half to the line of the said Prior, and from thence South, 78. East, 15 rods, along by said

Prior's land, to the stake and stones first mentioned, containing three acres and sixty rods, which the said Prior accepted in full for the above said town grant.

GAMALIEL BRADFORD.
SAML WESTON.

1740. Dec. 3. Record No. 5. Page 30.

We the subscribers, being chosen and appointed by the town of Duxborrough, to settle the bounds of their salt meadow lying in said Duxborrough, after notice given to the several persons that has meadow adjoining to the above said town's meadow, which were present, or have since consented to the bounds as they are herein settled or described, we proceeded to do this on the 3d day of December Anno Domini 1740, and Begining on the North side of Carswell river at the mouth of the ditch that is the bounds between the meadow of Benjamin Chanler, and said town's meadow, and run with the ditch North eighteen degrees Westerly 5 pole, to a stake standing on the East side of said ditch, thence we run the line between said town's meadow, and the meadow of Thomas Hunt, North, 48 degrees Easterly, 28 pole, to a stake standing in the range of Samuel Seabury's meadow, and from thence we run the parting line between said Seabury's meadow and the above said town's meadow, South, 18 degrees Easterly, 31 pole to a stake, thence on the same course 12 feet, to another stake standing in the side of a slough, thench it runneth North, 67 degrees Easterly, 4 pole, to the head of a small creek or guzzle, by which it is bounded on the Easterly side until it comes to the mouth of said creek, where it runneth into the Mill river, by which river it is bounded up stream to Carswell river, and from thence it is bounded by Carswell river up stream till it comes to the first mentioned ditch or bounds.

JOSHUA SOULE.
MOSES SIMONS.

1736. April 15. An agreement between Christopher Wadsworth, George Partridge and Robert Stanford, all of Duxborrough, in the County of Plymouth, in the province of Massachusetts Bay, in New England, yeomen, and the said agreement is as followeth, viz. That whereas the said Christopher Wadsworth, George Partridge and Robert Stanford are owners and proprietors of the eleventh lot, in number of upland in the second division of the commons belonging to the townships of Duxborrough and Pembrook in the County above said, and we therefore, that each of us might know his own respective right and proportion therein, have agreed upon a division thereof, and said division thereof is as followeth, viz.

Begining at a great white oak stake, which is the South Easterly corner bounds of said lot and the bound between the Eighth and Ninth lots, and from thence, North, Sixty degrees Westerly, 31 rods to a small pine tree marked, standing by the side of the hill in the line on the South westerly side of said lot, and from thence North 33 degrees Easterly, about 38 rods, to a stake and stones, and from thence South, 68 degrees East, 29 rods, to a stake and stones standing in the line on the North Easterly side of said lot, and from thence South 30 degrees Westerly 42 Rods, to the stake first mentioned, and all this Southeasterly corner of, or part of said lot of land, bounded and described as above said, shall be the proper part of the said George Partridge, with all and singular, the profits, privileges, and appurtenances there unto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said George Partridge his heirs, executors, administrators and assigns forever. And the said Christopher Wadsworth's part of said lot, is bounded as followeth, viz.

Begining at a small pine tree marked, before mentioned, which is the Southwesterly corner bound of George Partridge's tract of land, or his part of the said lot above said, and from thence North, 60

degrees Westerly 57 rods, to a great pine tree marked, in the North West side of the swamp near the upland, and so home to the upland at North hill lands, and from thence the Northwest side thereof is bounded by said North hill lands, till it comes to a small Black Oak tree or shrub marked near an old stump a little out of the swamp by the side of the hill, and the said tree or shrub, bears about South 65 degrees West 12 rods, from a small White Oak marked, in a valley which is the Northerly corner bound of said lot, and from said tree or shrub, South 4 degrees West, about four or five rods, to a stake standing in the swamp, and from thence South 65 degrees East, about 39 rods, to a stake and stones, by an old blind path, and from thence North, 29 degrees East, 17 rods, to a stake and stones, standing on the side of the hill in the line on the Northeast side of said lot, and from thence, South 74 $^{\text{degrees}}_{\text{rods}}$ Easterly 34 rods, to a red oak tree marked, by the West side of North hill way, which is the Easterly corner bound of said lot, and from thence South 30 degrees Westerly, 8 rods, to a stake and stones standing in the line on the South easterly side of said lot, and from thence North 68 degrees West, along by said Partridge's part of land, 29 rods, to a stake and stones which is the Northerly corner bound of said Partridge's part or tract of land abovesaid, and from thence South, 33 degrees Westerly, about 38 rods along by said Partridge's part, or tract of land above said, to the small pine tree marked, first mentioned.

And all this tract or middle part of said lot, with the Easterly and Westerly parts or corners of said lot, bounded and described as is above said, shall be the proper part of the said Christopher Wadsworth, with all, and singular, the profits, privileges and appurtenances thereunto belonging, to belong and appertain to the only proper use, benefit and behoof of him, the said Christopher Wadsworth, his heirs, executors, administrators and assigns, forever.

And the said Robert Stanford's part of said lot is bounded as followeth, viz. Begining at a stake and stones, standing in the line on the Northeast side of said lot, and from thence South, 65 degrees West 34 rods, to a white oak tree marked, which is the Northerly corner bound of said lot, from thence South, 65 degrees West, 12 rods to a small Black Oak tree or shrub, marked near an old stump a little way out of the swamp by the side of the hill, and from thence South, 4 degrees West, about 4 or 5 rods to a stake standing in the swamp, which is one of the bounds of said Christopher Wadsworth's above said land, and from thence South 65 degrees East, about 39 rods, to a stake and stones, standing near an old blind path in the line of the said Christopher Wadsworth's land above said, and from thence North 29 degrees East, 17 rods by said Wadsworth's land above said, to the stake and stones first mentioned,

And all this above said Northerly and Northeasterly tract of land or corner of said lot of land bounded and described as above said, shall be the proper part of the said Robert Stanford, his heirs, executors, administrators and assigns forever, with all and singular, the profits, privileges and appurtenances thereunto belonging, to belong and appertain to the only proper use, benefit and behoof of him the said Robert Stanford, his heirs, executors, administrators and assigns, forever. And now the above said agreement and division thus made, and described as is above said, that we the above said Christopher Wadsworth, George Partridge and Robert Stanford, do mutually agree, that it shall stand, be, and remain as a firm and full settlement and division of the above said Eleventh lot of land, for us, and our heirs, executors, administrators and assigns, forever.

In witness where of we the above said Christopher Wadsworth, George Partridge and Robert Stanford, have here unto set our hands and seals

this the 15th day of April, in the year of our Lord God, One thousand Seven hundred and Thirty Six, 1736.

CHRISTOPHER × WADSWORTH. (s)
his mark
GEORGE PARTRIDGE. (s)
ROBERT STANFORD. (s)

Signed Sealed and d'ld in presence of

JOHN WADSWORTH JR.
MARY WADSWORTH.

1741-2. Mch 1. Record No. 5. Page 35.

An agreement between Thomas Phillips Senr and Thomas Phillips Jr, both of Duxborrough, in the County of Plymouth, in the Province of Massachusetts Bay in New England, housewrights, and their said agreement is as followeth. That whereas we the said Thomas Phillips Sen^or and Thomas Phillips Jr are owners and proprietors of the one hundred and sixty fifth lot in number, of upland in the second division of the Commons which belonged to the townships of Duxborrough and Pembrook in the County and Province above said, and therefore, that each of us might know his own right and respective proportion, have agreed upon a division, and have run the dividing line, which is as follows, viz.

Begining at a stake and stones standing on the Northwesterly side of a cart way in the line on the Easterly side of said lot, bearing North 8 degrees and three quarters Westerly, about 52 rods from a black birch tree marked, which is the South easterly corner bound of said lot, and from thence South 85 degrees West, to a large red oak tree marked, standing on the side of a hill near the meadow ground of Pine brook, and from said red oak tree South, 75 degrees West, down across the meadow ground, till it comes to Pine brook, and our agreement is that all the upland and meadow of said lot that lyeth on the Northerly side of said dividing line, shall be the proper part or right of the said Thomas Phillips

Sen^or with all and singular, the profits, privileges and appurtenances there unto belonging, to belong to the said Thomas Phillips Sen^or his heirs, executor, administrators and assigns, forever, and all that part of the upland and meadow of said lot that lyeth on the Southerly side of said dividing line, shall be the proper part or right of the said Thomas Phillips Jr. with all and singular, the profits, privileges and appurtenances there unto belonging, to belong and appertain to the said Thomas Phillips Jr. his heirs and assigns forever, and now we do mutually agree that the above said line thus run bounded and described as is above said, shall be a full and firm settlement and division for each of us, our heirs &c forever. In witness whereof we have here unto set our hands and seals the 14th day of Janry A. D. 1741–2.

THOMAS PHILLIPS SEN. (s)
THOMAS PHILLIPS JR. (s)

in presence of

JOHN WADSWORTH JR.
URIAH WADSWORTH

1743-4. Mch 19. Record No. 5. Page 39.

Where as we, the subscribers, to wit, John Wadsworth and Saml Weston, select men of the town of Duxborrough and Gersham Bradford and Robert Bradford select men of the town of Kingston, being met together to run the line, and renew and settle the bounds between the towns of Duxborrough and Kingston, have run the said line, and settled the said bounds, as followeth, viz.

We began at a heap of stones which was a corner bound between the towns of Plymouth and Duxborrough, which is a little to the Northward of Mill brook, and about thirty six rods to the Northwestward of the dwelling house of Mr. Hezekiah Bradford, and from thence running North 72¾ West, to Pine brook to the North east corner of the farm of Elnathan Fish, deceased, within two rods of the South

West of a pine tree, which we marked, standing upon the upland on the Northeasterly side of Pine brook within about two or three rods of the said brook, and then we came back to the heap of stones where we first began, and thence we run South 26 degrees East about two hundred rods, to a stake and stones standing on the upland, about a rod above the Tussock meadow swamp, so called, and so into the Tussock brook, and thence by said brook down stream into Jones' River, and thence by said river, into the Salt bay, and the above said line run and bounds settled as above said we do mutually agree and determine shall remain to be the settled bounds between the towns of Duxborrough and Kingston, forever.

In confirmation whereof we have here unto set our hands the Nineteenth day of March in the year of our Lord God One thousand Seven hundred and forty three or forty four. 1743–4.

JOHN WADSWORTH.
GERSHAM BRADFORD.
SAM[l] WESTON.
ROB[t] BRADFORD.

Signed in presence of

BARNABAS TYELS.
ABIGAIL BISBE.

1743. Mch 5. Record No. 5. Page 40.

To all people to whom these may come, Know ye, Whereas the bounds between the salt meadow formerly in the possession of Colonel John Alden and Deacon Benjamin Alden in Duxborrough, deceased, said meadow lying on the Mill river in Duxborrough, on one side, and by the upland now in possession of Joshua Delanoe and Bereah Delanoe, on the other side, said bounds were then agreed upon by said Colonel Alden and Deacon Alden, but by neglect as yet to record it no record is made of their division, and agreeably to their intent, we hereby establish said bounds, and they are as followeth viz. Begining

by the Northwest corner of Joshua Delanoe's upland by said meadow, on the East side of the cart way leading into the meadow, and from said corner it runneth about North west by the way into said meadow, unto the North end of a small Island called the cart Island, to a stone in the ground, which is now, one Bound of Jonathan Petersons marsh, and from said stone, it runneth North 20 degrees East, unto a heap of stones on the gravel at the West point of a long Island near Mill river, and from said heap of stones, running Easterly, on the South side of said Island, and by said Island unto the Mill river at the East end thereof, and all the meadow lying on the Easterly side of said lines, are the meadows of Samuel Alden, and on the West are the heirs of Deacon Alden, which above bounds we ratify and confirm by virtue of these presents, and order the same to be recorded in Duxborrough town records, and are to remain so forever, for us our heirs and assigns.

In witness where of we have hereunto set our hands and seals, this Fifth day of March, One thousand Seven hundred and Forty three 1743.

BRIGGS ALDEN, *Attorney.*
DAVID ALDEN.

JONATHAN PETERSON
PELEG SPRAGUE.
JOSHUA DELANO.

1743. July 4. Record No. 5. Page 41.

July 4th 1743. Where as we the subscribers, selectmen of the town of Duxborough, being requested by the inhabitants of the North end of said town, to lay out a high way through said North part of said town, have laid out a high way as followeth viz. Begining at the country road in the range between Edward Arnold Esq and Deacon James Arnold where a path called the cord wood path, comes into said country road, the said cord wood path is the high way till it comes to two oak

trees marked, about 12 rods to the Westward of the lane by Hazadiah Delanoe's, and from said trees it goes about South west to a red oak tree marked, thence to a pine tree marked, standing in the range between Mr. Caleb Samson and Jesse Delanoe, and from said pine tree in a range between said Samson and said Delanoe to the old path, and then in said path to Liu't Thomas's fence, then by said fence, to two oak trees standing in Crooked lane, thence as the path goes, to the land of Benjamin Southworth, and then across Southworth's land to the Westward of his barn, and to the Eastward of his house, to the land of Samuel Barker, then across said Barker's land to a black oak tree formerly marked, standing near a causway, called Joseph Peterson's causway, and thence over said causway, as the path now goeth, till it comes to Mr. Isaac Simons's fence, and through said fence up to the Easterly end of his house, thence between the said house and orchard, as the path now goeth, to the land of Joseph Peterson, and in said path as it now goeth, to the land of Samuel Barker, then through said Barker's land, as the path now goeth, to the land of Mr. John Thomas and Gideon Thomas, then in a range between said John and Gideon to the land of Thomas Ford, thence in the range between said Gideon Thomas, and said Thomas Ford, till it comes to a red oak tree standing in said range, and thence, turning a little Northward into the path to the South river, and over said river as the way goes, to the Westerly side of the hill by Isaac Kein's saw mill, then over said saw mill dam to said Kein's field fence, and through said field where the way formerly went, and then as the path now goes, to the land of Hezekiah Kein and William Howland, then in a range between said Keins and said Howland, to the Westerly corner of said Howland's land, thence on a straight line to a stake and stones by Robert Howland's field, thence through said field to a white pine, near the former path, thence in said path to Pembrook line. The above

said way is to go through gates where the proprietors of the land shall have occasion to set them.

GAMALIEL BRADFORD.
SAMUEL WESTON.

1719. Mar 1. Record No. 5. Page 44.

Know all men by these presents. That whereas there was a certain tract of land sold by the Town of Duxborrough unto Lin[t] Samuel Bradford deceased, Mr. Thomas Loring deceased, Elisha Wadsworth and Jonathan Brewster, all of Duxborrough aforesaid of the County of Plymouth in New England, lying between the head of the Tussock brook, and a swamp called the dead swamp, bounded as by record may appear, where of it remains that a division be made, and whereas the moety or one half of said land doth now of right belong unto the Heirs of the said Thomas Loring, he having in his life time, purchased said Brewster's right, and the other half doth now belong unto Elisha Wadsworth and the Heirs of the above said Samuel Bradford in equal proportion, we whose names are under written, having obtained a surveyor, have agreed upon a division, and drawn our lots as followeth, viz. In the first place, we divided the same into two lots, having had respect as well to quality as to the quantity of each lot, the Easter most lot containing about 44 acres, fell to the Heirs of Mr. Thomas Loring and is bounded as followeth, viz. Beginning at a stake with stones about it, standing near the range of the heads of the old lots, about 4 poles Northerly of the old way to Duxborrough, and from thence ranging North 25 degrees Westerly about 144 poles to two maples marked, growing out of one root, standing in the edge of the dead swamp so called, and from thence on the Northerly side is bound by said swamp, and on the Easterly side by the heads of the old lots, till it comes to the stake first mentioned. The other half we divided into two parts having respect as well to the quality as the quantity of each lot, the Eastermost lot adjoining to

the afore said Loring's land, being 23 poles in breadth fell by lot to Elisha Wadsworth, and is bounded at the Northerly end next to the afore said Dead Swamp, with a pine tree marked, and from thence ranging South 25 degrees Easterly, about 166 poles to a pine tree marked, standing near the range of the heads of the said old lots, the Westermost lot fell by lot to the heirs of the said Samuel Bradford, being 23 poles in breadth, and is bounded Easterly by said Wadsworth's lot, and Westerly by the range between Plymouth and Duxborrough.

Now the above said tract of land being thus divided, we whose names are here under written, viz, Elisha Wadsworth, Hannah Bradford Executrix to the will of Mr. Samuel Bradford dec, and guardian for the Heirs of said land, and Deborah Loring administratrix to the estate of the said Thomas Loring, and guardian to the Heirs of said land, do each of us mutually agree and hereby firmly oblige ourselves, and our heirs, that the above said division shall be a full settlement between each of us, our heirs and assigns for ever. In witness where of we have set our hands and seals this 1st day of March in the year of our Lord 1719.

ELISHA WADSWORTH. (s)
HANNAH BRADFORD. (s)
DEBORAH LORING. (s)

Signed and sealed in presence of

JOHN BRIGGS.
JOSEPH SOUTHWORTH.

1746. Mch. 16. Record No. 5. Page 47.

An agreement between Joseph Freeman of Duxborrough in the County of Plymouth, in the province of Massachusetts, in New England, yeoman, on the one part, and James Partridge of Duxborrough afore said, yeoman, of the other part. Witnesseth, that whereas the said Joseph Freeman and James Partridge have agreed to run a line, and for to settle the bounds between the farm where on the said Joseph Freeman now dwells, and the farm that the said James Partridge now owns, and is in posses-

sion of, adjoining to said Freeman's on the easterly side of said Freeman's and therefor that each of us might know this line of partition, or division between us, we have mutually agreed to run said line, and to settle the bounds as followeth, viz. Beginning at a large white oak tree marked standing in the edge of the upland by the South Easterly side of the swamp in a line of Mr. Samuel Seabury, and was the former reputed corner bound between us at the lower, or South Easterly ends of our said farms, and from thence North 38 degrees and a half West, along by stakes we set up, and by marked trees or running paralel with the line of Mr. Samuel Seabury on the other side of said Partridge's farm, till it comes to a stake and stones standing on the North Westerly side of the Country road, and from thence North 51 degrees East, till it comes to a stake and stones, standing and bearing North 39 degrees West, 20 rods from a stake and stones standing on the side of a hill, which is the Westerly corner bounds of the homestead Farm of the said Samuel Seabury, and we do agree that the land lying on the Westerly side of said line of partition, shall be the lawful right or part of the said Joseph Freeman, and all that land lying on the Easterly side of said line of partition, shall be the lawful right or part of the said James Partridge, and we the said Joseph Freeman and James Partridge, do mutually agree that the above said line thus run, bounded and described, as aforesaid shall be the full, and firm, and staked line, and bounds of partitions or division for each of us, our heirs, executors, administrators and assigns forever.

In witness whereof we the said Joseph Freeman and James Partridge, have here unto set our hands and seals the sixteenth day of March in the year of our Lord God One thousand Seven hundred and Forty Six or Seven. 1746–7

JOSEPH FREEMAN (s) JAMES PARTRIDGE (s)

Signed sealed and delivered in presence of

EBEN^R BARTLET. BEN^JN LORING.

1746. Jany 21. Record No. 5. Page 47.

Articles of agreement made and mutually agreed upon the Twenty Second day of January, One thousand Seven hundred and Forty Six—by and amongst us, namely, John Southworth, George Partridge, Joshua Delanoe and Eleazer Harlow, all of Duxborrough, in the County of Plymouth, in New England &c.

Where as, the said Southworth is at present, the sole owner of a Grist Mill together with stream and lands that are or may be flowed, and all the appurtenances thereto belonging in said Duxborrough, called Southworth's Mill &c, and whereas said Mill is become very poor, and unfit for service, Now he the said Southworth being freely willing that the said stream may be forever used in the service of a Grist Mlil in the first place, and afterwards to improve the water coming from her by any sort of Mill or water works, the owners think most proper to erect below said Grist Mill, and said Southworth hath set forth one half acre of upland between Mendom's Spring and the Mill rocks so called, a house lot to accommodate a Mill, or Mills with all privilege of damming, digging, flowing ways, to and from said Mills together with the whole of the new Grist Mill &c, and for the whole of the Old Mill privilege of pond and ponding, dam and damming, and necessary ways, and the half acre of land with all appurtenances that's needful, the whole is agreed to be worth One hundred and Sixty pounds, old tenor, and we are to improve by flowing down stream if we please, about two rods below Mendom's spring, so that there may be a way to pass at all times for Southworth's creatures below the pond to his land on either side of the stream, and not be stopped by any of our works &c forever, of which said premises said Southworth hath given said Partridge, Delano and Harlow, a deed of three quarters of the whole, and is one quarter for himself.

Now, we the subscribers, agree forthwith to build a new Grist Mill, and a Fulling Mill, and to set the

Grist Mill near the new dam, and the Fulling Mill a little below Mendom's Spring, and that they shall be both built and completed, fit for service, within eight months next after the above date, each man is to own, and carry on one quarter part of said costs arising thereon, and when they are done, that then the whole charge on them shall be computed and equally paid by us or our heirs &c.

We also agree that neither of the owners at any time forever shall sell his part unto any person, until they have first given the other owners the preference of sale, and on their not complying to give as much as another, then shall the sale be free. We further mutually agree that at any time here after if we or our heirs shall think it proper to build a house on said half acre of land, the better to accommodate said mills, that then the major part of said owners agreeing there to, shall build such house or housing as they judge most convenient to accommodate said affairs, and at the cost of all the owners, and the same with all Mills and such like works shall be improved in, or by such a lay or hiring out of the same as shall be judged most beneficial by the major part of the owners, from time to time and at all times forever.

Also, we further hereby bind and oblige ourselves, our heirs and assigns, each unto each other, that we will truly and faithfully observe, keep and perform each and every of the articles included in this paper, and we mutually agree that who ever of us said parties, do not faithfully comply with and fulfill their respective promises here in agreed on, shall forfeit and pay unto the other owners the sum of £50 in money on the Province of Massachusetts Bay in New England so often as the same is not by any of us our heirs or assigns complyed with, forever. And we also further agree, that this instrument shall be recorded on Duxborrough Town records, and there to remain forever, so that all whom it may concern may know where to find the same, and in

testimony here of, we the said parties have here unto set our hands and seals the day and year as mentioned on other side —

JOHN SOUTHWORTH. (s)
GEORGE PARTRIDGE. (s)
JOSHUA DELANOE. (s)
ELEAZOR HARLOW. (s)

in presence of

ABISHAI SOULE.
ABIGAIL SOULE.

1747-48. Feb. 25. Record No. 5. Page 51.

A Mutual Agreement between Benjamin Prior Jr of Duxborrough, in the Province of Massachusetts Bay, County of Plymouth — in New England, tanner, of the one part, and Nathaniel Delanoe of Duxborrough afore said, laborer, of the other, part, Witnesseth that Whereas, we, the said Benjamin Prior and Nathaniel Delanoe are owners and proprietors of one half part of the Eighth lot in number, in the upland of the Common of the second division which belonged to the Townships of Duxborrough and Pembrook, and therefore that each might know his own respective right and proportion, have agreed to divide the same, and to run the line and to settle the bounds between us, which is as follows. Begin ing at a stake and stones standing in a line of Jethro Sprague, bearing North 40 degrees West, 72 rods in said Sprague's line from the road, Northwesterly side of the country road, which is the Southeasterly corner bound of said Jethro Sprague, and from the first mentioned stake and stones, North 50 degrees East, across said lot to a stake and stones, standing by the side of a hill in the line of William Brewster, and our agreement is, that all that part of the lot that lyeth on the North westerly side of the above said line, shall be the proper part or right of the said Benjamin Prior, and his heirs and assigns, forever, and all that part of the lot that lyeth on the Southerly side of the aforesaid line, shall be the proper

part or right of the said Nathaniel Delanoe, and for his heirs and assigns forever And we do agree, that the above said line thus run, and bounded, and described as above said, shall be a full and firm settlement, and division, and partition for each of us, our heirs and executors, administrators and assigns, forever.

In witness whereof we the said Benjamin Prior, and Nathaniel Delanoe have here unto set our hands and seals the Twenty fifth day of February, in the year of Our Lord One thousand Seven hundred and forty Seven or Eight 1747–48.

BENJAMIN PRIOR. (s)
NATHANIEL DELANOE. (s)

Signed sealed and dl'd in presence of

JOHN DELANOE.
ABIATHER ALDEN.

1750. Mch 18. Record No. 5. Page 114.

Know all men by these presents, That I Isaac Simmons of Duxborrough, in the County of Plymouth, in the Province of Massachusetts Bay, in New England, yeoman, am holden, and stand firmly bound and obliged unto Phillip Delanoe of Duxborrough, in the County and Province above said, yeoman and treasurer in the full and just sum of one thousand pounds current lawful silver money of New England, to be paid to the said Phillip Delanoe, or to his successors in said office, to and for the use of said town of Duxborrough above said to the which payment well and truly to be made, I bind myself my heirs, executors, and administrators firmly by these presents. Sealed with my seal, dated the 18th of March 1750.

The conditions of this present obligation is such, that when as Priscilla Simmons, a person non campa mentis and sister to the above bounded Isaac Simmons, and is in no ways capable to support and maintain herself, and she is an inhabitant of the town of Duxborrough, said town is obliged by law

to support and maintain said Priscilla, and now the above bounden Isaac Simmons, he and heirs and administrators, or any of them, shall well and truly support and maintain the said Priscilla, both in sickness and in health, and free the said town from any charge, cost, or trouble that hath or shall arise toward the maintainance of said Priscilla, during her natural life, then this present obligation shall be void, other wise to remain in full force and virtue.

ISAAC SIMMONS. (s)

JOHN THOMAS JR., } *Witnesses.*
REUBEN CARVER, }

1750. Jany 5. Record No 5. Page 115.

I, the subscriber for the consideration of the sum of Ten Pounds Six Shillings and Eight pence, lawful money to me in hand paid by the select men of Duxborrough, do bind myself, my heirs, executors and administrators to free the town of Duxborrough from any charge or trouble they shall be at or may arise by any support of David Boardman a poor Negro man, for the space of five years next ensuing from the date here of till five years is expired, exclusive of Doctoring if any shall be wanted.

In witness where of I have here unto set my hand and seal, this Fifth day of January 1750.

HEZEKIAH KEEN. (s)

Signed sealed and delivered in presence of

GEORGE PARTRIDGE.
PEABODY BRADFORD.

*1682-3. Mch 26. Bound Vol. Page 30.

The town have granted to Abraham Peirce, a small quantity of land at the head of the said Peirce's land at Namassakeeset, in consideration of the high way that is laid out, cut over the said Peirce's land at Namassakeeset, and have appointed Abram Holmes and Isaac Barker, to lay it forth unto him, for quantity according to their judgment, provided that Marshfield be willing thereunto.

WILLIAM PARBODY, *Clerk.*

March 26, 1682–3.

*This record was found too late to be printed in its proper place.

TOWN MEETINGS.

1686. From old pamphlet Book A 1686 to 1760. Page 4.

At a Town meeting held in Duxburrough February 16th, 1686 The Town made choice of Seth Arnold & John Soule to serve on the petty jury, & John Partridge & Tho^m^ Dillancy to serve at the Court of assistants.

At this Town meeting, The Town agreed to give Abraham Samson Junior liberty to improve three acres of land lying upon the South side of the way that goes to Bluefish river, as long as he sees cause to improve it by planting or sowing.

At this Town meeting the Town did give unto Samuel Dillancy, & Caleb Samson, each of them, thirty acres of land on the Northerly side of Green harbor brook & a swamp that goes to Dingley's wolf trap, to them and to their heirs forever, provided that they settle upon it, otherwise it is to return to the town again.

Also, the Town have granted unto Seth Arnold that the line between the land of Capt Thomas which he purchased of Edmond Weston, and the land of Seth Arnold, shall be continued from Green Harbor brook until it meets with the land of Abram Holmes, and so bounded by said Holmes land until it meet the line that is between Marshfield & Duxborough, though it comprehends more land than formerly did belong to Seth's lot, and the above said line to remain good to said Arnold and his heirs forever.

1686. From Bound Vol. Page 6.

At a Town meeting held in Duxborrough May 24th 1686. The town granted to John Simons 4 or 5 acres of land, or thereabout, lying between his father's land, and William Thomas's land.

Recorded by

ALEXANDER STANDISH,
Town Clerk.

Same date.

According to a grant of land by the Town, given to John Simmons at the head of his land, to run his lines until he meets with the land of Mr. William Thomas, it was accordingly done by us, from his corner marks on the South West side, which was a white oak tree, to a white oak tree, to a swamp, and by the said swamp to the land of Wm Thomas on the North East side, by the line of said Simone's land, until we came to the land of William Thomas returned by us.

THOMAS DELANO.
JOHN SOULE.

ALEXANDER STANDISH,
Town Clerk.

1686. From Pamphlet. Page 5.

At a Town meeting held in Duxburrough Aug. 25th 1686. The Town made choice of Robert Barker jun. and Edward Southworth, to serve in the petty jury at the County Court.

Josiah Kaine Jun. took the oath of fidelity Aug. 25th 1686.

At this Town meeting, the town made choice of David Alden and William Hobes to serve ye petty Jury at the Court of assistants to be in Oct 1686.

1687. June 2. Page 5. From Pamphlet.

The Town made choice of Sergent Bartlet, Ensign Trasey and John Wadsworth, for their select men for this year. The town chose Isaac Barker and Joseph Howland for their constables for this year; Wrestle Brewster, Robert Barker jun. and Elnathan Weston, surveyors for this year.

1687. June 2. Pamphlet. Page 6.

At a Town meeting held in Duxburrough June 2d/67 The town gave to Joseph Chandler's son John, who by Gods Providence has lost his hand, 50 acres of land, lying on the Easterly side of the South river, and Northerly side of the place called the Rocks; Provided that his father shall have liberty to sell, or otherwise improve the land for the benefit of the afore said child.

1687. Aug. 12. Page 7.

At a Town meeting (by virtue of a warrant from John Usher treasurer) The town made choice of Mr. Alexander Standish to be their Commissioner for assessments. Also at this meeting, the Town of Duxborrough agreed that no grass should be cut at the Common Meadows until the 18th day of this instant month upon the penalty of the loss of all the grass that any man shall cut before the time afore said upon the Common Meadow.

Aug. 12. Page 8.

Know all men by these Presents, That the Town of Duxburrough has agreed to let, lease and set over unto John Thomas and Peter West, a certain tract of meadow, and we, the inhabitants of the town, do by these Presents, Let, Lease, and Set over unto John Thomas and Peter West afore said, the tract of meadow between Gotum river and the Cut river, the full time of seven years from the date hereof: Provided that said John Thomas & Peter West do pay or cause to be paid Thirteen Shillings pr Annum to the Town of Duxburrough, or their order without trouble, and further, said men do hereby debar themselves from cutting any grass any where else upon the Common Meadows, during the term of this lease, And hereby John Thomas and Peter West aforesaid, do engage to keep the afore said Meadow sufficiently fenced during the full term of seven years from this Twelfth day of August One thousand Six hundred Eighty seven

The above written was the mutual agreement of the parties within named and Recorded by their orders—

by me.

RHODOLPHUS THACHER,
Town Clerk.

1688. May 21. Pamphlet. Page 9.

At a Town meeting held in Duxburrough, 21st of May 1688, Lieut. Alden, Francis Barker and Mr. Edward Southworth, were chosen by said town for Select men, and added to the former for this year. At this town meeting, the town made choice of Mr. Alexander Standish to be their Commissioner for this year; Wrestle Brewster, Joseph Turner and Roger Glace, surveyors. John Soule and Joseph Rogers were chosen constables for this year.

At this Town meeting the town agreed to raise their minister's salary by a Rate, as in times past, and have also appointed the Select men to make their minister's Rate this year.

At this meeting May 21st 1688 the town granted that the two acres of meadow, formerly called Moses Simonson's, and lying below James Thomas is upon the South river, that it shall be laid forth and recorded to John Simonson.

The Town at this meeting have agreed to lay out a piece of meadow, formerly called Bumps meadow, to be improved for the benefit of their minister, as the house and upland that was set apart for that use formerly.

At the same town meeting, the town did also by vote, agree to leave the disposal of the Common Meadows for the benefit of the Town, to the Select men, that is to be understood, by hiring it out, provided they do not exceed the term of Seven years, and to be let to such as are inhabitants of the town, and do empower the above said Select men to take some effectual course for the preservation of the Town timber, bark, and cord wood. At this town meeting the town did vote to give to Thomas Dil-

lancy, that part of the swamp before his door that was Common. But so as that the high way is not damaged thereby.

1689. Mch 1. From Bound Vol. marke A 1644. Page 6.

At a Town meeting in Duxburrough a piece of land was allotted to be layed out and sold by Samuel Delano and Peter West, to Edward Southworth, and their return to be made to the Town, which was accordingly done, and Goes run as follows: From a red oak marked by end of Samuel Wests ground by a straight line to a red oak — between the swamp marked, and from the tree by a straight line to a bound marked tree by the lower marsh, which was valued to be worth twelve shillings, which was paid to the town by the aforesaid Edward Southworth in Silver money.

Transcribed by me.

ALEXANDER STANDISH,
Town Clerk.

April 30. From Pamphlet a. Page 10.

At a Town meeting held in Duxburrough, April 30, 1689. The town made choice of Benjamin Bartlett Sen. and Deacon Wadsworth to be their agents, (upon the request of Mr. Thomas Hinkle) and together with the agents of other towns, to settle a Council to consider of such things as may be expedient for us under the present juncture of Providence until our former time of election, which useth to be on the first Tuesday in June.

We the inhabitants of the town of Duxburrough do desire that Mr. Hinkle and the rest of the old magistrates that do yet survive may be present Council according to the former limitation, and no other, and farther, our desire is that all those that have liberty to vote in our town meetings for the choice of deputies and others, may have liberty to vote in choice of Governor and Assistants, and if the Countys continue that all such may have power to choose their County assistants. We do also desire, that all our records may be recalled and secured by the present Council for us.

May 28. Pamphlet. Page 11.

At a Town meeting held in Duxburrough May 28, 1689 The town chose Mr. Edward Southworth and Mr. Seth Arnold, to be their deputies. Lieut. Alden, Ensign Tracy, and Mr. John Wadsworth to be their select men.

Roger Glace and Francis Barker, to be their Constables for this year.

Josiah Wormall and Josiah Kaine to be their Grand jury men, Joseph Wadsworth, John Simonson and John Russel, to be their surveyors for this year.

Aug. 8. Pamphlet. Page 12.

Roger Glace, Joseph Chandler, Thom^s Dillanoy and Abraham Pears desiring to take up their freedom, were approved by the Town, May 28, 1689.

1689. From Pamphlet a. Page 11.

At a Town meeting held in Duxburrough the 8th of August 1689, The town made choice of Mr. Edward Southworth, and Mr. Seth Arnold, to be their deputies for the following Court, and the remaining part of the year.

From Pamphlet a. Page 12. Dec. 13/89.

At a Town meeting held in Duxburrough the 13th of December 1689 — The town did agree to empower the Town Council to make an order as firmly as they can against the Stray of all Town wood and timber, by sending it out of the town, and to empower men to see that the order so made is executed. And farther, the town does forbid any man to presume to cut either cord wood, or timber, except for their own particular use, upon the town Commons, from this day, until the town Council have published their order, upon the forfiture of all such wood, or timber so cut.

The town did engage to Wrestling Brewster, that if he in courtesy did take Nathanel Cole into his house, they would seeme him from being burdened with keeping him, said Cole.

1690. From Pamphlet a. Page 12.

At a Town meeting held in Duxburrough May 21st 1690 The town made choice of Serg^t Bartlett, Ensign Tracy and Deacon Wadsworth, for their select men; Mr. John Wadsworth, and Mr. David Alden, for their deputies, James Partridge, James Bishop, and John Trasy jun. for surveyors.

The town chose Stephen Samson and John Russell for their constables for this year. Josiah Holmes and Josiah Wormall were chosen grand jury men. Jurors for the County Court, John Russell and John Thomas, and the town chose for the Court of Assistants, John Simonson and Joseph Turner to serve upon the petty jury.

Dec. 9. 1690. Page 13. Pamphlet a.

At a Town meeting held in Duxburrough the 9th of December 1690 — The town made choice of Ensign Trasy, Ensign Barker and Thomas Delanoy for their raters.

At this meeting the Town did agree, and determine, that young men, such as are for themselves, and not house keepers, shall be Rated at ten pounds a head for their heads, and add their estates to it.

The town also agreed that, such as have cut cord wood upon the town Commons this year, shall be rated — 1^s–6^d upon the cord, as the town raters have information thereof; and for bark, rails, cooper stuff, timber, to be rated for at half the value thereof, and to be valued by the Raters.

1691. Feb. 18. From Pamphlet A. Page 13.

February 18th 1691. The town of Duxburrough being met together, the majority of the town by vote, did agree to send to England in order to obtain a charter, by manifesting their willingness so to do. The town did agree that if the select men of the town, or any number of men in the town, will lend the town Twenty Pounds in Silver money, to be repaid in the same specie in one year's time from the date hereof, then the town do engage to see the select men of the town, or any such men as shall be helpful therein, paid to their content the sum above

expressed, at the time before mentioned, Or the Town does engage, that if the select men can and do borrow Twenty pounds in their behalf, to send to England towards procuring a charter, that then the town will see them repaid in a twelve months time, (in the same specie,) understand it from the date hereof, which is, this, the 18th day of February 16$\frac{91}{90}$.

The town have made choice of the Rev. Mr. Ichabod Wiswell to be their agent, and desire that power may be given him to improve whom he sees cause to gather with himself for the end above mentioned.

This town meeting above mentioned was, in obedience to an act of Court holden 11th February, to consider what they would do in order to the procuring of charter, and also what instrument they would improve, and money they could raise toward the Public charge, which was thought to be £700 in New England money.

Sept. 10. 1691. From Page 15. Pamphlet.

At a Town meeting held in Duxburrough Sept. 10/91 The town made choice of Ensign Barker and Josiah Holmes to serve as petty jurors at the County Court, of Mr. Alexander Standish and Phillip Dillanoy to serve as jurors at the Court of assistants.

At this town meeting the town did agree, that Goodman Boney should have a pair of shoes, bought with part of the rent due for the Common Meadows.

1692. Page 19. Pamphlet.

At a Town meeting held in Duxburrough Nov. 24th 1692 The town agreed to raise Mr. Wiswell's maintenance, viz 50 pounds as expressed in the Town agreement, by rating the inhabitants of the town, in order there unto. At this town meeting the town agreed that the rent due to the town for the use of the Common Meadows this year, should be improved to procure wood for Mr. Wiswald, by the select men.

Town charges for this year, as follows

	£	s	d
Ten Shillings for sweeping the meeting house		10	—
To Mr. Wadsworth for 23 days at Court	4	12	
To Peter West for three days as Grand juror		7	
To Mr. Southworth at Court	1	00	00

1692. Nov. 24. Pamphlet. Page 19.

The town reconed with Mr. Southworth at this town meeting, and his acco. with them is balanced, that is concerning Mr. Wiswald's house, and the glassing of the meeting house also.

1693. May 10. Pamphlet. Page 20.

At a Town meeting in Duxbury May 10th 1693. The town made choice of Mr. Edward Southworth for an assembly man for this year. Of John Simonson and Samuel Seabury to serve as petty jurors, at the Quarter Session.

At this meeting, the town have given liberty to Robert Barker, his heirs and assignes, to make a Dam, and raise a pond upon Pudding brook, about a place commonly called Beaver Dam, and to keep it up during the time that they, or either of them shall see cause to keep up the mill.

At this meeting, The town do hereby empower their present select men, to run the line, and settle the boundry between the town of Plymouth and themselves, and do promise to defray all necessary charge that shall arise about the premises.

At this Town meeting, the town do commit to the Select men, the making of prudential laws for preservation of the timber upon the Towns Commons.

At this Town meeting, the town do agree, that if the fisher men of Duxbury, shall clear Island Creek brook, that said men shall have liberty then to get herring for bait from time to time, without molestation; and to that end the town do agree, that if any, either English or Indian, do hinder them herein, by making of weirs, or hindering the fish from coming to the Pond, or going down, they shall thereby forfit five shillins for every time they so do, to be taken by distraint (from the person so transgressing) by

the Constable, which the complainer shall have for his pains. At this meeting, the town are agreed that, if any man of the town do dig of the Towns Iron ore on the Commons, they shall give an account thereof to the Select men of the town, giving Six pence a ton for all ore so dug, to the town's use.

1694. Oct. 24. Pamphlet. Page 28.

At a Town meeting, October 24, 1694.

The town have made choice of Ensign Barker, Lieutenant Arnold and Lieutenant Barker, or any two of them, to join with Marshfield to make division of the land between Duxburrough and Marshfield.

Therefore, we the town of Duxborrough, have voted and ordered that no person whatsoever shall cut any wood or timber, on the land belonging to Marshfield and our town, until those lands be divided, on penalty of twenty shillings a tree, or part of a tree, one half to the informer that shall sue for the same, and the other half to the town, provided the land be divided by the last of April next, provided the owner does not infringe the liberty of any former grant.

1694. Dec. 17. Pamphlet. Page 38.

The town made choice of Samuel Bartlet and William Brewster for Grand jury men.

Also the town have made choice of Thomas Thacher and John Prior to serve upon the petty jury. Also at the same time Dec. 17th 1694, Mr. John Wadsworth Sen. made his demand of £6, 15s due to him from the town for serving the town in the Assembly at Boston.

1695. May 20. Pamphlet. Page 31.

The town have made choice of Captain Alden and Mr. John Wadsworth to give Mr. Wiswald a deed of the town house, and land, he now lives in, and to settle the bounds. And at the same town meeting the town have given to Mr. Wiswald, half the meadow belonging to the ministry, to him and his heirs forever, and the use of the whole, his life time.

Oct. 29. Pamphlet. Page 30.

At a town meeting the town have agreed with Wrestling Brewster for the feeding of Thurston Clark, a quarter of a year, for fifty shillings, and what clothing he is at charge for him, the town does engage to be responsible for it. Also at the same town meeting, the town have appointed the select men to enquire into Thurston Clark's estate, and the town to defray the charges.

The town have appointed the town treasurer to provide 20 cords of wood for Mr. Wiswald for the ensuing year.

1696. Mch 5. Pamphlet. Page 38.

At this town meeting, the town chose Thomas Thacher and James Magoone, constables, Ephraim Weston, Wrestling Brewster and John Keene surveyors of the high ways, William Brewster town treasurer.

The same town meeting empowered Wm Brewster still to provide wood for Mr. Wiswald, and engage to pay him the next town rates.

1696. May 17. 1696/7. Bound Vol. a. Page 6.

The town have granted to John Weston Sen. eight acres of land between the head of Steven Sampson's land and Joseph Chandler's land, in exchange for the land the town gave him at the ——— marshes

1695. June 26. From Bound Vol. Page 31.

We whose names are underwritten being appointed as agents for the town of Duxburrough to run ranges, and settle bounds of land belonging to the town of Duxburrough, do hereby declare what we have acted and concluded in reference to the land formerly granted unto *Henry* Sampson, deceased, and to the land formerly granted to John Russell, both of the town aforesaid, viz. We began at the meadow of Robert Barker, deceased, now in the possession of his heirs, and measured out half a mile, by the supposed line of Robert Sprout of Scituate, making some small allowance for meadow land that lay within the said land of Henry Sampson —

finding the line of the aforesaid Sprout to run East South East half a point Southerly, ye line of the aforesaid Sprout, being the Northerly bounds, according to the grant of the town of Duxburrough, half a mile as aforesaid, to a black oak tree, marked on four sides, and then for the head line, we did run South, South West half a point westerly, and marked several trees, until we came to the South East corner of the 3 allotments of the land of Joseph Holmes where we marked a small pine tree, for the corner bounds, or South East corner bounds of the land granted to Henry Sampson, John Russell and the land of Josiah Holmes exchanged with the town of Duxburrough, the 3 allotments being 126 rods in breadth westerly from the line of Robert Sprout of Scituate. This 26th of June 1695.

SETH ARNOLD.
ABRAHAM SAMSON.

Transcribed by

ALEXANDER STANDISH, *T. C.*

1696.
May 18.
From
Bound Vol.
Page 32.

At a town meeting held at Duxburrough, the town have granted to Abraham Sampson 30 acres of land that the town gave formerly to Peter West, upon the westerly side of South river.

ALEXANDER STANDISH, *Town Clerk.*

1697.
May 17.
From
Pamphlet.
Page 39.

The town have granted to John Weston 7 or 8 acres of land between ——————————— in exchange for the land the town gave at the fresh marshes.

The town have appointed Josiah Holmes, with the consent of Marshfield, to lay out the land to Abram Peirce that the town promised him, in consideration of a high way. The town have appointed John Holmes and John Keine Jun, two acres of land the town granted them.

1698.
Mch 1.
From
Pamphlet.
Page 40.

Ensign John Trasie was chosen Grand jurymen to attend the Superior Court.

Joseph Rogers and Elnathan Weston are chosen Grand jurymen for the whole year.

1698.
May 23.
Pamphlet.
Page 40.

At a Town meeting, the town have appointed the Select men to get the gutters of the meeting house mended.

1698.
Nov. 28.
Bound Vol.
Page 33.

Laid out to Abram Peirce Sen. a small parcel of land containing fifteen acres, by estimation, fifteen acres, more, or less, as it is bounded viz. Begining at a small rock, leaving a large high way between the head of Abram Peirce's his land, and the above said rock, and so with a straight line surveyed, sixty rods to the Northward of the West, and there marked a white oak tree on four sides, and from the said white oak tree, thirty five rods Easterly, to a white oak tree marked, and from the said white oak tree, to the Southward of the East, sixty rods to a couple of red oak trees marked, standing by the path side that goeth to James Bishop's, and to the Westward of the South, Forty rods, more or less, to the first named tract.

This was done by me,

JOSIAH HOLMES.

Recorded by

ALEXANDER STANDISH, *T. C.*

1699.
Mch 7.
Pamphlet.
Page 40.

The town have appointed Josiah Holmes and Francis Barker, to sell and lay out a small lot of land to Aaron Soule, lying at the South end of his lot, if he and they agree.

1699.
July 17.

At a town meeting held at Duxburrough July 17/99 The town have voted to make choice of a Committee of town to determine who are the proprietors of the towns Commons in Duxburrough.

1699. Nov. 16. Bound Vol. Page 34.

At a town meeting held in Duxburrough on the 16th day of November, the proprietor of the Common and undivided land in said town, have agreed by a major vote, that the rights and proprieties of each proprietor, shall be settled and stated, as followeth, that is to each proprietors of a dwelling place erected before the year 1662, with twenty acres of land granted by the Court, shall have two shares, or proprieties, and to every hundred acres granted as afore said, shall have two shares or proprieties, and so proportionable for all, such lands so granted, provided always that no odd quantity under twenty acres shall give the proprietors a right to vote relating to the premises aforesaid, but yet to be considered in partitie of the land according to proportion, and twenty acres shall have the privilege of a vote as aforesaid, and also, that this following list now being drawn according to the rules above mentioned as near as may be, with the number of each man's right placed against his name, which list with the above written we the abovesaid proprietors pass to an act refering to any person that is under apparent wrong according to the rules above written, liberty to make his claim, and set forth his right at town meeting, within Six months and not after; and also that each proprietor of 20 acres of land, or upward, which hath been dwelt upon 20 years before the date of these presents, let it be under any grant what-so-ever, such shall have a single share with what they have received of the town, and not otherwise.

by

ALEXANDER STANDISH, *Clerk.*

1700. May 7. Pamphlet. Page 45.

At a town meeting held in Duxburrough upon the 7th day of May 1700. The town made choice of Capt Seth Arnold for their representative. Thomas Delanoe Jun, Ebenezer Standish, and Joseph Wadsworth are chosen petty jurors, to serve at the next inferior Court of Common Pleas. Saml Seabury

and John Sprague are chosen to give Mr. Wiswall a deed of the land which the town did formerly grant unto him, in consideration that the men which were formerly chosen to do it, did neglect it.

1699. July 17. Bound Vol. a. Page 269.

At a town meeting the town made choice of Lieut. Barker, Mr. Wadsworth and Mr. Southworth, to be a Committee to take a view of the town Commons and to bring a report to the town what they judge dividable.

Dec. 4.

At a town meeting held at Duxburrough, the town have voted to choose a Committee to annex the numbers of such proprietors rights in a list against his name bearing dates 1699, and also to enter such proprietors as are not yet entered, and make their return to the town, what they have done.

ALEXANDER STANDISH, *T. C.*

Also the town made choice of Mr. John Wadsworth, David Alden and Ensign Francis Barker to act as a Committee in the town's behalf as above expressed.

by

ALEXANDER STANDISH.

Town Clerk.

1699. Sept. 12. Vol. a. Page 276.

Where as, the town of Duxburrough by their order bearing date of July 17th 1699 made choice of us, the subscribers to determine who are the true owners or proprietors of the Commons or undivided land lying within the township of Duxburrough, and we having met with the inhabitants of said town at their usual meeting house, this the twelfth day of September 1699 and heard their several allegations and seen their records relating to the same, do determine as follows — That to say that the Commons or undivided lands in the said town, do belong unto the

proprietors of the farm as lots, and other lands granted to particular persons by the Court, lying within the said township, to which determination we have subscribed our hands.

NATHANIEL THOMAS.
ISAAC LITTLE.
JOHN BRADFORD.

Recorded by me,

ALEXANDER STANDISH, *T. C.*

1699. Dec. 4. Vol. a. Page 4.

At a Town meeting held in Duxborow, The widdow Abigail Alden, did by her agent David Alden forwarn and forbid the neighbors and inhabitants of the town from carting through her land by accounting it a high way, but only by sufferance.

pr

ALEXANDER STANDISH,
Town Clerk.

1698. June. Vol. a. Page 274.

This Court have settled the Easterly bounds of the town of Duxburrow to the sea near Greens harbor where the lines cut between Marshfield and Duxburrow to the Gurnet house, exceptmg the Gurnet, Clarks Island and Saquaquash, which are not to be within the jurisdiction of Duxburrow, saving also every man's propriety and right to him that is now in possession of any lands or meadows within the bounds, whether by grant, or purchase, without disturbance as touching propriety by virtue of this grant, yet to be within the jurisdiction of Duxburrow township.

Extracted from, and compared with the Court Records by

SAMUEL SPRAGUE, *Clark.*

Recorded by me,

ALEXANDER STANDISH, *Town Clark.*

1700.
Sept. 2.
Vol. a.
Page 279.

At a Town meeting held at Duxburrough upon the second day of September 1700 The town made choice of Samuel Bradford, Elisha Wadsworth and John Soule for Petty Jurors, to serve at the next Inferior Court of Common Pleas.

At this town meeting, the town voted to call Mr. John Robinson to the work of the ministry here. They also voted to give Sixty Pounds a year annually towards his maintenance in the afore said work, one half Silver money, and the other half Corn or provisions at the Common price. They also made choice of Mr. Seth Arnold, Mr. Edward Southworth, Mr. Sam[l] Seabury and William Brewster, as their agents to acquaint Mr. Robinson with their proceedings here in, and also to discourse him concerning his acceptance thereof, in order to his settlement amongst us in the above said work of the ministry.

pr

JOHN WADSWORTH,
Town Clerk.

1700.
May 7.
Vol. a.
Page 279.

At a town meeting held in Duxburrough May the 7th 1700, Mr. Samuel Seabury and John Sprague were chosen to give Mr. Ichabod Wiswell a deed of land which the town formerly granted unto him, in consideration that the men which were formerly chosen to do it, did neglect it.

pr

JOHN WADSWORTH, *Town Clerk.*

1700/1.
Mch 21.
Vol. a.
Page 279.

March 21st Anno 1700/01. At a Town meeting in Duxburrough, Capt. Seth Arnold with some other partner or partners who he may take into partnership with him, having an intention to build a Saw Mill on Greens harbor brook, the said town did by vote, give free liberty to the inhabitants of the said town of Duxbury to cut, and carry off any timber from the Commons of the said town, to the said Saw Mill, to keep said mill in Employment.

pr

JOHN WADSWORTH, *Town Clerk.*

1701. May 19. Vol. a. Page 279.

At a Town meeting in Duxburrough, upon the 19th day of May Anno Dom 1701. The said town Voted to give Mr. John Robinson, in order to his settlement here in the work of the ministry, Sixty Pounds, in money, the said money to be raised by selling some part of the towns Commons land, and said money to be his if he live and die here in the aforesaid work of the ministry, but upon his removing from us, he is to return the said money to the town for their own use, and the town have authorised the select men to sell the afore said land, for the afore said use. At this town meeting, the town granted to Lieut. Thomas Barker a tract of land being about 15 acres or 16 acres lying between the head of his own lands, and Josiah Holmes' which was formerly the said Holmes' the which he exchanged with the town for land elsewhere, and so it was now at the town's disposal.

pr

JOHN WADSWORTH,

Town Clerk.

1701. July 15. Vol. a. Page 280.

Upon the fifteenth day of July Anno Dom 1701, At a Town meeting in Duxborrough, the said town Voted to purchase a convenient place for a Parsonage for the use of the ministry in this town, by selling some part of the Common lands, or exchanging the same for some other land which may be convenient for the said Parsonage, the town also Voted to choose three Agents to act for the said town in the said concernment, and chose Mr. Edward Southworth, Capt. Seth Arnold and Ensign Samuel Seabury, their agents, and empowered, and authorised them the said agents to act in the sale or exchange of said Common land for the aforesaid use. The town also chose Ensign John Tracie, Mr. David Alden, Mr. William Brewster and Mr. John Sprague, to inform Mr. Robinson whom the town have called to the ministry here, of their proceedings here in, and fur-

ther to treat him and take his answer concerning his settlement here among us.

The town at this meeting, granted to the widdow Deborah Tracie, twenty acres of land joining to the land which the town formerly granted to Joseph Chandler which is now in possession of Thomas Bourne.

pr

JOHN WADSWORTH,
Town Clerk.

1701. Aug. 22. Vol. a. Page 280.

August the 22d Anno 1701. At a Town meeting in Duxburrough, the town gave their consent to Mr. Despar to purchase about fourteen acres of land within this township, of an Indian called Jeremiah.

pr

JOHN WADSWORTH, *T. C.*

1702. June 15 Vol. a. Page 281.

Duxburrough June the 15 Anno 1702. At a Town meeting the town voted to give to Mr. Robinson the three score pounds in order to his settlement, which was formerly given him and the half of the meadow which formerly lay to the Ministry the one half of which is given to Mr. Wiswell, and the improvement of the meadow which was offered to John Partridge in exchange called Rouse's point, so long as he continues with us, the money and the first piece of meadow is his own perpetual, if he settles among us in the ministry and takes office in the church.

At the town meeting, the town have appointed and empowered Capt. Arnold and Mr. David Alden, to sell and lay out to Samuel Hill of this town, about twenty acres of land of the town's commons, they returning the money to the town. The town have also granted to James Boney an enlargement of a lot of land now in his possession, which was formerly granted to William Boney, being about twenty or thirty acres, lying between John Boney's land and

Edward Wantons, the said lot of land being laid out by Ensign Francis Barker and Josiah Holmes as agent for the town, the said lot not being laid out so big as the said grant, the town have authorized Josiah Holmes to lay out of the town's common land, if it be there to be had, and to make up the said lot with what was formerly laid out thirty acres.

The town have given liberty to Ensign Seabury to make a dam upon Island creek pond brook, provided, that he leaves a sufficient and free passage for the herrings up, and down, and also makes a sufficent cart way over the said brook.

At this town meeting the town have voted that no person shall cut any wood, timber or bark upon any part of this towns commons, other than logs to be brought to the saw mill formerly granted by the town, upon the penalty of forfeiting to the town's use, twenty shillings for every tree of a foot over and upward, and ten shillings a tree for every tree under a foot, except such person or persons shall enter into bonds to the town treasurer, that the same shall not be transported out of town. Also that no person shall cut any green cedars out of any of the Cedar Swamp belonging to the town, for the space of ten years next, on penalty of paying one shilling for every stock so cut.

It is also enacted, that all timber trees that shall be cut or fallen after this time, and not be cut off and drawn within a year after said trees are cut or fallen, the said trees shall be free for any inhabitant of this town to cut and draw for their own use.

And Ensign Seabury is chosen agent to prefer this act to the County Court for their approbation.

pr

JOHN WADSWORTH,

Tow Clerk.

1701. May 21. Vol. a. Page 35.

Duxburrough May 21 1701. We the subscribers, have by the request of Sundry of the inhabitants of the town of Duxburrow, laid out a high way of thirty foot wide, from North River, at a place commonly called Brick Kilns, to the county road, allowing the proprietors of the land through which the way goeth, liberty to erect gates. The bounds of said way on the Easterly side are as followeth.

Beginning at a red oak tree marked, standing by the side of said river, and running from thence to the upper corner of the land purchased for a landing place, and from thence by the side of said landing place to a stake, and from thence to the *bars*, from thence to a white oak sapling, from thence to a white oak tree, from thence to a red oak sapling, and from thence along the old path to the county road.

SETH ARNOLD,
FRANCIS BARKER.
ABRAHAM SAMPSON.

Allowed by the Town of Duxburrough to be here recorded.

by me

JOHN WADSWORTH,
Town Clerk.

1702. July 20. Vol. a. Page 282.

Duxburrough July 20 1702. We whose names are here unto subscribed, have laid out to the Widdow Tracie Twenty acres of land granted to her by the town, as followeth. Beginning at a maple tree standing in the edge of a swamp, and marked on four sides, and from said tree on a North west line 46 rods, to another Maple tree, standing in a swamp, and from the last named tree, South west by West a little Westerly 68 rods, to a stake set into the ground, and from said stake, on a South East line 46 rods to a red oak tree marked on four sides, and from said red oak tree on a straight line, to the

Maple tree first mentioned, said land lyeth near to the land of Thomas Bourne, formerly granted to Joseph Chandler by said town.

SETH ARNOLD.
ABRAHAM SAMPSON.

Allowed by the Town of Duxburrough, and recorded

by me

JOHN WADSWORTH,
Town Clerk.

1702. July 9. Vol. a. Page 56.

Duxburrough July the 9th 1702.

We whose names are here unto subscribed, being Agents for the town, have sold unto Samuel Hills, and laid out to him, a certain parcel or tract of land containing Twenty acres more or less, bounded as followeth,

Begining at a small birch tree marked on four sides, standing in the edge of a swamp, and from thence by a line between Duxburrough and Marshfield till it meeteth with a large Pine tree standing in said line, and from said tree, on a Southerly line to a maple tree standing in the side of a swamp marked on four sides, and from that maple tree on a straight line, to a Pine tree marked, standing a little within the swamp on that side next to Phillip Leonard's land, near said Leonard's range, and from the afore said Pine tree, directly to said Leonard's range, and by said range to the end of Leonard's land, and extending from thence about Six rods till it meet a red oak tree marked on four sides, and from said tree till it meet with the afore said Birch tree marked

SETH ARNOLD.
DAVID ALDEN.

1702.
May 14.
Vol. a.
Page 82.

Know all men by these Presents. That we, Capt. Seth Arnold, Lieu. Francis Barker and Sergeant Abraham Samson, being constituted, ordained and appointed, and fully empowered by the town of Duxburrough to sell some parcels of the town's Common land to raise money for the town's use, hereby, we the afore said Capt. Seth Arnold, Lieu. Francis Barker and Sergeant Abraham Samson, all and every one of us inhabitants of the Town of Duxburrough, do hereby declare that we the afore said parties have sold Twenty acres of land of the said Town's Commons, Twenty acres of land as it is bounded, unto Josiah Holmes of Duxburrough, and his heirs forever.

Bounded Westerly by the lands now in possession of the said Holmes, Northerly by the lands of Robert Sprout of Scituate, with a red oak tree on four sides, standing at the Northeast corner of the lands formerly granted to Henry Sampson of Duxburrough, and from the said red oak tree Eastward, or towards the South East, bounded with the lands of Robert Sprout aforesaid, Seventy two poles to a white oak tree marked on four sides, and from the last named white oak tree with a straight line South Westerly, Forty nine poles to a white oak tree marked on four sides, and from the last named white oak tree with a straight line to the North of the West, to a red oak tree marked on four sides, and the same line to the head of the lands now in possession of Josiah Holmes, bounded with the head of the said lands North Easterly to the first named red oak tree. The above bounded Twenty acres of land, We the aforesaid Capt. Seth Arnold, Lieu. Francis Barker and Sergeant Abraham Sampson, have sold to Josiah Holmes and his heirs, forever, and do hereby own and acknowledge that we have received Ten pounds in Silver current money of New England, of Josiah Holmes in full satisfaction for the above said Twenty acres of land, and do hereby forever exonerate,

acquit and discharge the said Josiah Holmes, and his heirs. This 14th day of May 1702.

SETH ARNOLD.
FRANCIS BARKER.
ABRAHAM SAMSON.

Recorded by me,

JOHN WADSWORTH,
Town Clerk.

June 15th Anno 1702.

1702. Nov. 20. Vol. a. Page 282.

We the subscribers being requested by some of the neighbors of Mattekeset, to lay out several high ways for the convenience of the inhabitants there, and seeing a necessity for the same, have accordingly done, the account of which is as followeth,

Begining at the end of the high way that leads through Scituate, two miles on the East side of North River running Southerly as the way now goes, till it comes to a bound marke standing in Josiah Holmes' range, and from thence to Robert Barker's corner bounds, and by the said Robert's land, till it comes to the great road that leads to Boston. The said way is thirty foot wide. Also a high way from said road to Marshfield, through Robert Barker's land, as the way now goes, also of thirty foot wide. Likewise we have laid out a high way from said great road to Mattekeset, as the way now goes, till it comes to a white oak tree marked, standing by the road on John Keins ground, which tree is the Northerly bounds of said road running Southerly to the corner of Samuel Barkers fence, and from said corner as the way now goes, up to the furnace at the herring ponds mouth, which way is thirty foot wide. Also we as aforesaid have laid out a high way from Mattekeset brook, to the Mill brook as the road now goes.

SETH ARNOLD,
FRANCIS BARKER, } *Selectmen.*
SAMUEL BRADFORD,

Ordered by the town of Duxburrough to be here recorded. JOHN WADSWORTH, *T. C.*

November 30th Anno 1702.

1703.
May 17.
Vol. a.
Page 284.

The remonstrance of divers of the freeholders, and inhabitants of the Town of Duxburrough who claim considerable interest in the Common and undivided lands in said Town, to be presented to the consideration of the said town at their next towns meeting, — the subscribers, who conceive the present method the said town are about to take in refference to a division of said Common land to be wrong, and injurious to said town — we conceive there was an error in the first step taken in order there unto, viz In choice of the Committee, who by agreement of said town, were to be persons uninterested, and not inhabiting in said town, but contrary there unto, two of the said Committee now make claim to right of Commons with said town, and thereby shew themselves incompetent Judges in that matter.

2d Whereas in their return they find, or judge, that every one that holds land in said township by virtue of Court grant, hath right to Commons, and that said Commons of right pertain to such, which implies that no others have right or interest therein, which resolve of said Committee is very erroneous for the reasons following.

1st Because the Common lands were never granted to the owners of Court grants, but to the inhabitants of the town, which must necessarily be understood to such for the time being, in perpetual succession, and not to particular persons. 2d Because it can by no means be made to appear, who had Court grants, and the quantity of land granted, for divers of said town, who undoubtedly had farms granted by the Court, have no record for the same, and to exclude any such is wrong, and erroneous, which the said Committee have implicitly done by said resolve. 3d The said action or resolve was never accepted, nor allowed or approbated by any vote of the said town, but suspended to further consideration, and though through the weakness of any officer, the said return be entered on record yet it being done without order of said town, be rendered null and void.

Nextly, it is manifest that all grants to towns, intend all settled inhabitants that have orderly been admitted into said towns, and have freeholds by purchase, or gift of the inhabitants of the same, and are not excluded by act of the general Court of this Province. Lastly. The present method taken, or intended to be taken though not pursuant to the resolve of the Committee, yet in many respects will prove very injurious to many of the inhabitants, and town in general, as may easily be made to appear, if time would permit, and though a town vote may have been had, and obtained therefore, yet such vote is not unalterable as the laws of the Medes & Persians — but by vote of said town at their next meeting may be altered and modified.

May 17th Anno 1703. We whose names are underwritten protest against the acting of the pretended proprietors in Duxburrough —

Thomas Boney.	Thomas Southworth.
Edward Southworth.	Peter West.
Thomas Delanoe Sen.	John Glasse.
Phillip Leonard.	Joseph Chandler Sen.
John Delanoe.	Edmund Chandler.
Stephen Samson.	Nathaniel Cole.
Cabel Samson.	John Weston.
John Simons.	Ben Delanoe.
Elnathan Weston.	Abraham Sampson.
Josiah Wormaval.	Wm. Tubbes.
Jonathan Delanoe.	Joshua Turner.
John Bishop.	Benj. Prior.
Isaac Oldham.	Isaac Peirce Sen.

Thomas Delanoe.

1705. May 29th Anno Dom 1705.

May 29. Vol. a. Page 190. A record of the bounds of the lands between Mr. John Robinson, the one party and Josiah Wormaval Senr, and Josiah Wormaval Jr the other party, — within the town of Duxborrough, — the said bounds are as followeth viz. Beginning at the foot next the

Bay, the first is a small black oak stump with stones about it the roots, and some living suckers, from thence on a straight line to a stone set in the ground at the head of the old orchard, and from thence on a straight line to a stone set in the ground on the West side of the brook, near the house of the said Warmaval's, and thence on a straight line to a stone set in the ground at the head of said Warmaval's lot near an old black oak stump

Recorded by me,

JOHN WADSWORTH,

T. Clerk

1703. From Leaflets in Vol. a. Not paged.

At a Town meeting held in Duxburrough, February 28th 1703-4 The said town chose Samuel Bartlet, Elisha Wadsworth Grand Jurors, and Lieu. Francis Barker and Mr. David Alden petty Jurors, all to serve at the next Superior Court. Josiah Kem, Jr., and Benjamin Peterson, are chosen Grand Jurors for the year ensuing, and Edward Arnold and Phillip Delanoe Jr. petty Jurors, to serve at the next Inferior Court.

At this town meeting, the town gave liberty to Mr. Southworth to fence the beach for defence of his meadow adjacent thereto.

Recorded by

JOHN WADSWORTH,

Town Clerk

1706. From leaflet.

At a town meeting in Duxburrough March 20th 1705-6. The said town meeting was adjourned to the third day of April next, to consider of some way of raising of money to defray the charges of repairing, and enlarging their meeting house, either by selling some part of the Common lands, or by way of rate, and also any other business that concerns the said town.

1706. leaflet. April 3rd Anno 1706. At a town meeting in Duxburrough the said town chose Mr. Seabury Town Treasurer, the select men also appointed Mr. Seabury a viewer and guager of casks. At this town meeting the said town agreed, and voted to build a New Meeting House, forty foot long and thirty three foot wide and seventeen foot high in the walls, and that the said meeting house shall be set up within three or four rods of the old meeting house now in being. And the said town also ordered that some part of their common lands should be sold to raise money to defray charges about building the said new meeting house.

These persons whose names are subscribed, did protest against the order of selling the town's land for defraying the charges about building the said meeting house.

Lieut. Francis Barker.
Robert Barker.
Josiah Barker.
Jabish Barker.
Samuel Barker.
John Russell.
Francis Barker Jr.

1706. April 10th 1706. At a town meeting in Duxburrough, the said town voted to choose two Agents, and chose Capt. Arnold and Mr. John Partridge to act for them, the said town, on their account, and at their charge, in building their New Meeting house already voted to be built, that is to say, to agree and bargain with a workman, or workmen to build the said Meeting house and also to provide whatever is necessary for the said building.

1706. leaflet. No page. The town also voted that the common lands, lying on the Southwesterly side of the old Bay road that goes from North river to Mill brook that runs into black water, and so down to the head of the lots, and also the common lands on the Easterly side of said Bay road lying between Mill brook running into Pudding brook, and Phillips brook, should be sold

to defray the charges of building the new Meeting house. That is to say, so much of said common lands as is necessary or needful. The town also voted to choose three agents to act for them in selling the said common lands, and chose Capt. Arnold, John Partridge and Thomas Loring.

Lieut. Barker, John Russell, Robert Barker, Jabish Barker and Josiah Barker, all of them protest against the town act above said, in disposition of common lands.

1706. Dec. 11. leaflet. No Page.

At a Town Meeting in Duxborrough. The said Town chose Thomas Delanoe Jun. and Robert Barker, petty Jurors for the next court

1706-7. Feb. 25.

At a Town Meeting in Duxborrough Feb. 25 Anno 1706-7. The said town gave liberty to Benjamin Prior to remove his fence between the meeting house, and his own house, up to the road, and so for a time, to use that part of the Town's Commons, provided he keeps up the bounds where his former fence stood. The said town also chose Capt. Arnold and John Partridge their agent to sell the old Meeting house, but not to be delivered before the new meeting house is finished, and excepting men's particular rights there in.

1706-7. May 24. leaflet. No Page.

At a town meeting in Duxborrough May 24 1706 The town made choice of David Alden to be their Clerk for the day, and was then sworn at the same town meeting May 24 1706. The town voted that Four Pounds and ten shillings abated by the Court of Despars Province rate, should be payed by the town treasurer to the select men. The town also voted to pay Jacob Thomson ten shillings, and to Thomas Loring two shillings on account of lying out land.

May 24th 1706.

DAVID ALDEN, *Clerk for that day.*

Recorded by

JOHN WADSWORTH, *Town Clerk.*

1707. Sept. 12. Vol. a. 286.

At a Town Meeting in Duxborrough September 12th 1707. The said town granted to Moses Soule, about Six or Seven acres of land of the town's commons joining to the lot he now dwells on, and empowered Samuel Sprague and John Partridge to lay out the said land. The said town also voted to Abraham Booth a confirmation of Four acres of land which the town agents laid out to him, the said land being without the tract which the town's Agent ordered to be sold by the said agents to defray town charges.

At this town meeting the said town voted and granted to every freeholder, that is a house keeper, within this town, twenty acres of land of this town's commons, viz. To such as never yet had a grant of any, and to such of said freeholders as have had a grant of land less than twenty acres, to have so much as to make up their former grant twenty acres of said land granted, to be bounded above the South River from Marshfield line to the head of the spring of the said South river, and from thence on a straight line to the head of the brook called Brewster's brook, and so down to Plymouth line, and so below the Mill brook, and upon the West side the old bay path to the Indian head river.

1707-8. Feb. 16. leaflet. No Page.

At a town Meeting in Duxborrough February 16th 1707-8. The town being informed that the inhabitants of Plymouth, and others, intend to take down the bridge at, or over Jones River, and turn the road, or highway further up the said river, which if obtained will prove very injurious to the said town of Duxborrough, as well as some other towns, for preventing of the same the said town at their said meeting, do unanimously declare their dislike thereof, and desire that the said bridge and way may continue as formerly.

1706. Sept. 16. Vol. a. Page 60.

At a Town Meeting held in Duxborrough the 16th of Sept. 1706.

Whereas the town of Duxborrough made choice of Capt. Arnold, Mr. John Partridge and Mr. Thomas Loring their Agents, to sell common lands to defray the charges of building the said town's Meeting house, and the said Agents having sold sundry parcels of land, and received part of the money for the same, and no confirmation of said lands yet given, the said town have therefore voted that the aforesaid Agents making their return to the town clerk of the bounds of the land they have sold, or shall sell, and take security for the money, that the Town Clerk shall record the same.

(These sales are recorded in copy of deeds.)

G. E., Copyist.

1708. Vol. a.

Reconed with the Town's Agents Feb. 25th Anno 1707-8 then received of said Agents, the sum of one hundred and Eighty pounds in full for building the Meeting house in Duxborrough. I say received by me

SAMUEL SPRAGUE.

Aug. 18, 1708.

recorded by

JOHN WADSWORTH,

Town Clerk.

1708-9. Mch. 16. Vol. a. Page 86.

At a town meeting in Duxborrough March 16 1708-9 The town gave to Robert Stanford one acre of land to the Southward of his house, on a point of land to the Westward of the way from said house to the meeting house, and appointed Capt. Arnold and Mr. Edward Southworth to lay it out to him.

pr

SAMUEL SPRAGUE,

T. Clerk.

1708. Mch. 16. Vol. a. 287.

That whereas formerly the town sold to Joseph Stockbridge, A certain parcel of land of about fifteen acres joining to his old lot at the Easterly end, the town reserving a way through the lot, have voted that the way shall be adjoining to the land which was formerly John Boney's, and so down to the road, the said Stockbridge allowing a way through his old lot, to be the way aforesaid.

March 16th 1708.

The town voted the above written to be set on record.

pr

SAMUEL SPRAGUE,

Town Clerk.

1708. Nov. 18. leaflet. No page.

At a Town meeting in Duxborrough, the said town ordered the school to be kept at the Southerly part of said town for the four next months.

1708. Dec. 15. leaflet. No page.

At a Town meeting in Duxborrough, the town chose Caleb Stetson and Benj. Alden petty jurors for the next Inferior Court. The said town also voted to petition the General Court for a continuance of the road or high way over Jones' River bridge, where it hath been formerly, and authorized the select men to procure a petition drawn, and act in said town's behalf in petitioning the said Court. At this time the said town gave Abraham Peirce Senr his rate for the year 1707, viz, so much of it as is not yet paid, and ordered the Town Treasurer to discount the same.

1708/9. Jany 19. leaflet. No page.

At a Town meeting in Duxborrough Anno Dom 1708/9 Jany 19.

Whereas the Court of quarter sessions sends to the select men of said town to make a rate to defray County charges, of £9, 13s, 00, and also for a fine of five pounds for want of a school master, The

said town considering the trouble and charge of making the said rate at present, do desire and order the select men to borrow on their account, viz. Said town's account of Mr. James Partridge, the sum of £14, 13ˢ 00 to pay the above said rate and fine, and in consideration that the said Partridge do lend the said money as above said, the said town do engage to pay to the said Mr. Partridge, as principal and interest, on the first of October next, the sum of £15, 00ˢ, 00ᵈ.

The said town also chose Lieuᵗ Samˡ Bradford to carry the said £14, 13ˢ, 00ᵈ and pay it at the next County Court, if upon further consideration, the said Court do not reverse the sentence of paying the said fine, and in case they do, then the said five pounds to return to the said town again.

pr

JOHN WADSWORTH,

Town Clerk.

1708/9. Feb. 21. leaflet. No page.

At a Town meeting in Duxborrough Feb. 21, 1708/9 The said town chose Jonathan Delanoe and Thomas Fish petty Jurors for the next Inferior Court, and Stephen Samson and John Boney Grand Jurors for the year ensuing. The said town also chose Capᵗ. Arnold their agent to petition the General Court in their behalf, for a continuance of the road or high way over Jones' River bridge, as formerly. They also chose Mr. John Partridge and Samˡ Sprague their Agents to answer to the next Inferior Court, the complaint against said town for not keeping in good order and repair, their part of Jones' River bridge, and also to pay their County rate of £9, 13ˢ and a fine of five pounds which the said town was by Court sentenced to pay for want of a school master, if said Court do not reverse, upon further consideration, the said sentence.

1709.
Sept. 29.
leaflet.
No page.

At a Town meeting in Duxborrough Sept. 29th 1709 The town voted that a School house shall be built at the charge of the lower end of the town, and set on the towns's Commons, on the Westward of Joseph Chandler's lot near Plymouth road, and the dimensions of said house as followeth, 18 feet long, 15 feet wide and six feet between joints, and also the town made choice of Mr. Seabury to get said house built as soon as may be.

pr me,

SAMUEL SPRAGUE,
Town Clerk.

At said meeting the town voted the school shall be kept the first third to the Northward of hounds' ditch or till the school house be built.

1709/10.
Jany 30.
Vol. a.
Page 292.

At a Town meeting held in Duxborrough Jany 30, 1709/10 The town Voted to every proprietor of farm or lot lying in the town of Duxbury, granted by the Court, which hath a dwelling house now erected on it, and hath borne charges in said town for ten years past from the date hereof, that hath never had any addition or lot by gift from said town, shall have laid out to him, forty acres of land, and if any of said proprietors of farms, or lots granted by the Court, have had a smaller quantity by gift from said town, it shall be made up forty acres, and also to every proprietor of farm or lot granted by the town, and hath now a dwelling house erected on it, and hath borne charges ten years last past from the date hereof, and hath never had any addition or lot by gift from said town, shall have twenty acres laid out to him, and if he have received a less quantity, it shall be made up Twenty acres, to take it by lot, and in laying out all the aforesaid land, the surveyor is to have respect to quantity and quality, and after the abouve said allotments are laid forth and lotted for, All the rest of the upland and meadow land which shall then remain in said town's

Commons to be equally divided to all freeholders in said town. Also, that if the above lotments belonging to Court grants and Town grants, and the other divisions above mentioned be voted and accepted, then all other and former acts of said town relating to division of said town's Commons, shall be void and of no value.

1709/10. Vol. a. Page 293.

At the same Town meeting adjourned to Feb. 1st, 1709/10 The said town made choice of Lieut. Bradford, John Partridge and Joseph Storkbridge, or any two of them, to procure a surveyor to lay out the Common lands and meadow in said town, and assist him in the same.

by me,

SAML SPRAGUE,

Town Clerk.

At the same meeting The town made choice of Lieut. Barker, Lieut. Bradford and Samuel Sprague, to determine who have Court grants, and who have Town grants, and what each man hath had by gift from the town, and what he shall have relating to the act for dividing, and if any man be aggrieved, he is to apply himself to the town, and if the town don't relieve him, he hath the remedy at law.

By me,

SAMUEL SPRAGUE,

Town Clerk.

The Petition of the young men of the Town of Duxbury at said meeting —

That if the Town will grant, that all the Town born white children that are now inhabitants in said town, that are excluded in the former act, of Twenty years old and upward, shall come in for half a share in the first division of said Commons, or a whole share in the last division, that then we will rest contented, and be yours to serve.

Voted, the young men above said to come in in the last division.

SAML SPRAGUE, *T. C.*

At said Town meeting

Mr. Loring, Benony Delano, and Benony Dilano, against the act for dividing.

Israel Silvester, Benjamin Chandler, Caleb Thomas, Aaron Soule.

Thomas Fish entered the protest against the young mens coming in in the last division.

pr

SAMUEL SPRAGUE, *T. C.*

At said meeting

The town voted that the town's land lying near the fresh marshes, should be and remain to be for the use of the Ministry for ever.

By

SAMUEL SPRAGUE, *T. C.*

The Committee chosen to lay out the Town's Commons is to begin in the body of the said land, and to lay forth as they shall see best.

pr

SAMUEL SPRAGUE, *T. C.*

1709/10. Mch 7. Vol. a. Page 296.

At a Town meeting in Duxborrough March 7th Elnathan Weston, Joseph Peterson, John Simons Senr, Thomas Dilanoe Senr, Josiah Kein Junr, Mr. Edward Southworth and Saml Chandler entered their protest against all the acts made at a Town Meeting in Duxborrough Jany 30th 1709/10 for dividing the town's Commons, the said meeting being continued by adjournment till the 7th of March above said.

pr

SAMUEL SPRAGUE,

Town Clerk.

1711. May 16. Vol. a. Page 297.

At a Town meeting in Duxborrough May 16th Anno Dom, 1711. Where as the said town of Duxburrough at their meeting bearing date of January 30th Anno Dom 1709/10 Voted a division of their Common lands and meadow in two divisions, and the first division of said lands being laid out, Anno Dom 1710, the town now voted that all their salt marsh Common meadows, with all their salt and sedge Islands, and sedge flats that ly above the Cove of the beach so called, should next be laid out as followeth — viz. Five shares in a lot, and when the said meadows with the premises are laid out, and lotted for the charge of laying the same out, shall be payed by the proprietors thereof in equal proportion at the time of drawing the said lots, and if any of the said proprietors shall neglect to pay the charge of laying out their respective parts according to their interests, when the said lots are drawn, then the layers out of the same, or their assigns shall have the use or improvement there of till they do pay the said charges, and if Lieut. Bradford who was formerly chosen to assist in laying out of said Commons, shall refuse to act in laying out the premises, then Mr. John Partridge and Mr. Joseph Stockbridge are hereby authorised to precure any others whom they see cause, to assist them there in.

pr

JOHN WADSWORTH,

Town Clerk.

1710-11. Vol. a. Page 298. Jany 8.

At a Town meeting in Duxborrough January 8th Anno 1710-11 The town voted that the money part of Mr. Robinson's yearly salary, which is thirty pounds, shall always for time to come, be raised and payed him at the Seventeen penny weight. They also voted that whereas for five years past the money part of the above said yearly salary hath been raised and payed at fifteen penny weight, there shall be twenty pounds raised next year and added to the

next years rate, for Mr. Robinson and paid him with Thirty pounds, which is the money part of his yearly salary.

pr

JOHN WADSWORTH,

Town Clerk.

1711. Vol. a. Page 298. Spt. 4.

At a Town Meeting in Duxborrough Sept. 4th Anno 1711 The town chose Thomas Boney and Sam[l] Sprague Jun petty Jurors for next Inferior Court. They also chose Sam[l] Seabury their Agent to answer in the town's behalf, to the plea or action of Lieu[t]. Francis Barker against said town, at the said Court.

1711. Dec. 12. Vol. a. Page 298.

At a Town meeting in Duxborrough Dec. 12th Anno Dom 1711 The town chose Joshua Cushing and W[m]. Sprague petty Jurors for next Inferior Court, and Capt. Arnold their Agent at said Court to answer in their behalf relating to Barstow's bridge which stands presented to said Court. They also chose Mr. Sam[l] Seabury their agent at said Court to act in said town's behalf in relation to a plea, or action of Lieu[t]. Francis Barker against said town, which said action was continued from last Inferior Court at Plymouth, either to impliad said Barker, or to agree with him in said town's behalf. The said town also chose Capt[t]. Arnold and Lieu[t]. Bradford their agents to meet the Committee appointed by the General Court, to view the tract of land which our neighbors of Mattakesit petition should be taken into their desired new township, and make a report of the circumstances thereof to the said General Court in order to the settlement of the bounds of said new township, to show reasons why the said Mattakesit men may not run their line so far or so low down as they petition for.

1711-12.
Feb. 18.
Vol. a.
Page 299.

At a Town meeting in Duxborrough Feb. 18th A D 1711-12 The town voted that the Committee chosen to lay out the second division in their Common lands, should allow or leave of said Common lands, so much as they the said Committee shall judge to be needful and convenient for high ways through any part of said Common land. They also voted, that all the cedar swamps in said Commons, should be laid out in the same method that they agreed upon for laying out their salt marshes.

At this town meeting Benoni Delanoe and Abram Samson Jun. demanded of the said town, each of them forty acres of land belonging to the first division of said town's Common land. Abraham Samson Senr and Benoni Delanoe protest against the above said votes of said town, likewise Mr. Joseph Mallinson protests against the young men's having any part in the above said second division.

PROPRIETORS OF THE COMMON LAND.

FIRST DIVISION.

1712. Proprietors book marked B. 1712–1728.

Duxburrough June the 16th Anno Dom 1712.

At a meeting of the proprietors of the Common land and meadow belonging to the East division in the Commons of the town of Duxburrough, which Common land and meadow was ordered by said town to be divided, and laid out, at a meeting of said town bearing date January 30th Anno Dom 1709-10, and which said Common land and meadow is now in and partly belonging to the town of Duxbury, and partly to the town of Pembrook. The said proprietors chose John Wadsworth their clerk, and Voted that any persons which judged themselves to be wronged by being left out of the list for dividing the above said Commons, the salt meadows belonging thereto being already laid out and disposed of, said persons may apply themselves to the Committee appointed for making said list, who may consider them, and satisfy them out of the undivided upland, if they see reason, and if it appears they were wronged as above said. They also voted that Mr. Thomas Loring should have forty acres of land, viz Of the said undivided land, on account of the farm which he bought of Samuel Wadsworth in Duxborrough, provided the above said Committee allowed of it, the said Loring quitting all other rights and claims in the above lands, viz, Common or undivided land and meadows, and in all the first division of Commons

in said Duxborrough Anno 1710 excepting his own single share in said division.

The proprietors also chose Capt Seth Arnold, Lieu^{t} Francis Barker and Mr. John Partridge, a Committee in their behalf to agree with Lieu^{t} Saml Bradford about the right of his father Major Wm Bradford in said Commons. The proprietors also voted that when the upland in the 3^{d} Commons, shall be laid and bounded, and lots are to be drawn for the same, that two shares shall be put into one lot, which shall belong to two men equally in whose behalf the said lot shall be drawn.

On the 16th of June the said proprietors met together to draw their lots in the above said salt meadows which were laid out, and bounded, which said lots were drawn, and fell as followeth—

The first lot was drawn by Capt John Alden, and fell to Mr. David Alden, Benjamin Alden, Saml Alden, John Alden an Jonathan Alden.

The second lot was drawn by Capt. Thomas Barker, and fell to Thomas Barker, James Barker, Saml Tubbs, Thomas Pierce and Elisha Barker deceased.

The Third lot was drawn by Thomas Southworth, and fell to Mr. Edward Southworth, Thomas Southworth, Constant Southworth, Benjamin Southworth and John Southworth.

The Forth lot was drawn by Samuel Bartlet and fell to Saml Bartlet proprietor of the farm of Mr. Wiswell, dec, Wm Sprague, Benjamin Bartlet Jun, and Joseph Bartlet.

The Fifth lot was drawn by Mr. Saml Seabury, and fell to Saml Seabury, Joseph Stockbridge, Joseph Rogers, John Boney and Francis Rogers.

The Sixth lot was drawn by Capt Seth Arnold, and fell to, Capt Seth Arnold, Edward Arnold, Benjamin Arnold, Saml Delanoe Senr, and Samuel Delanoe the 3^{d}.

The Seventh lot was drawn by Caleb Samson, and fell to Josiah Holmes, Caleb Sampson, John Holmes, W^{m}. Holmes and David Samson.

The Eighth lot was drawn by John Wadsworth, and fell to Abigail Wadsworth, John Wadsworth, George Williamson, Francis Barker Junr, and John Pierce.

The Ninth lot was drawn by Saml West, and fell to the proprietors of the farm of Phillip Delanoe dec, Robert Sanford, Saml West, Pelatiah West and Saml Delanoe the 2nd.

The Tenth lot was drawn by Aaron Soule, and fell to Josiah Barker, Josiah Soule, Ichabod Wadsworth, Aaron Soule and John Simons deceased.

The Eleventh lot was drawn by Thomas Parris, and fell to James Partridge, Lambert Despard, Thomas Parris, Isaac Oldham and James Magoon.

The Twelvth lot was drawn by John Weston, and fell to Elnathan Weston, John Weston, John Delanoe, Thomas Hunt and Samuel Weston.

The Thirteenth lot was drawn by Benjamin Peterson, and fell to John Peterson, Joseph Peterson, Benjamin Peterson, Joseph Soule and Saml Chandler.

The Fourteenth lot was drawn by John Simons Sen^{or}, and fell to John Simons Sen^{or}, John Simons Jun, Benjamin Simons, Joseph Simmons and Joshua Simons.

The Fifteenth lot was drawn by Jonathan Peterson, and fell to Saml Thomas, Thomas Howland, Nehemiah Randall, James Bishop and Jonathan Peterson.

The Sixteenth lot was drawn by Isreal Silvester, and fell to Israel Silvester, Thomas Loring, Benoni Delanoe and Widow Hudson.

The Seventeenth lot was drawn by Abraham Booth, and fell to Abraham Booth, Elias Magoon, Isaac Pierce, Timothy Stetson and Ebenezer Bishop.

The Eighteenth lot was drawn by Joshua Soule, and fell to Joshua Soule, Isaac Peterson, Isaac Stetson, Ichabod Samson and Abraham Samson.

The Nineteenth lot was drawn by Wm Brewster, Sen^{or}, and fell to Wm Brewster Sen^{or}, Miles Standish, Nathaniel Brewster, Josiah Wormal Senr, and Josiah Wormal Junr.

The Twentieth lot was drawn by Nathaniel Cole Junr, and fell to Nathaniel Cole Senr, Nathaniel Cole Junr and Ephriam Cole.

The Twenty first lot was drawn by Wm Brewster Jun, and fell to Joseph Boney, James Boney, Wm Brewster Jr, Benjamin Brewster and Christopher Wadsworth.

The Twenty Second lot was drawn by Benjamin Bartlet Sen and fell to Thomas Boney, Benjamin Bartlet Senr, Wm Bartlet, Ebenezer Boney and Benjamin Prior.

The Twenty third lot was drawn by Caleb Thomas, and fell to Caleb Thomas. Timothy Rogers, John Russell, Thomas Fish and John Magvarland.

The Twenty fourth lot was drawn by Isaac Barker, and fell to Isaac Barker, John Saunders, Abraham Pierce Jun, Samuel Pierce and Hubson Bishop.

The Twenty fifth lot was drawn by Mr. John Robinson, and fell to Mr. John Robinson, Peleg Wiswalle, Elisha Wadsworth and Joseph Tubs, & Mary Wadsworth.

The Twenty Sixth lot was drawn by Mr. John Partridge, and fell to Lieu^{t}. Samuel Bradford, Mr. John Partridge, Lieu^{t}. Saml Sprague, Jonathan Brewster, and the proprietor of the farm of Henry Clark, dec.

The Twenty Seventh lot was drawn by Francis Barker Junr, and fell to Lieu^{t}. Francis Barker, Anne Hutson, Saml Barker, Saml Hills and Robert Barker.

The Twenty Eighth lot was drawn by John Sprague, and fell to Samuel Fisher, John Bishop, Abraham Pierce Senr, Moses Soule and John Sprague.

The Twenty Ninth lot was drawn by Edmund Chandler, and fell to Joseph Chandler, Junr Benjamin Simons, and John Glass.

The Thirtieth lot was drawn by Benjamin Chandler, and fell to Phillip Delanoe. James Thomas, John Chandler, Benjamin Chandler, and the proprietors of the farm of Saml Hunt, dec.

The Thirty first lot was drawn by Nathaniel Samson, and fell to Stephen Samson, Benjamin Samson, John Samson, Ebenezer Warmal and Nathaniel Samson.

The Thirty Second lot was drawn by John Kein, and fell to Josiah Kein Senr, Josiah Kein Junr Mathew Kein, John Kein and Benjamin Kein.

The Thirty third lot was drawn by Thomas Delanoe Sen, and fell to Thomas Delanoe, Sen, Thomas Delanoe Jun, Jonathan Delanoe, Joseph Delanoe and the proprietors of the farm of Ebenezer Bartlet, dec.

Recorded pr

JOHN WADSWORTH,

Proprietors Clerk.

1712. Oct. 6. Book marked B. Page 4.

At a meeting of the Proprietors of the Commons, and undivided lands in the town of Duxborrough and Pembrook, Oct. 6th 1712 The said proprietors voted that Capt John Alden should join with Mr. Joseph Stockbridge and Mr. John Partridge in assisting the Surveyor in laying out the above said Common lands, and also that the said Partridge, Stockbridge and Alden, with the Surveyor, should settle bounds between particular persons lots, and the said Commons.

At said meeting Abraham Samson protested against the proceedings of the said Proprietors, and at the same meeting the said proprietors Voted that their clerk shall set up a notification at the meeting house in Duxborrough and Pembrook ten days before their meetings, signifying the occasion of their meeting, which shall be accounted a sufficient warning for their next meeting at any time.

1713. B. Page 5. May 22.

At a meeting of the Proprietors of the Common lands belonging to the towns of Duxborrough and Pembrook, upon the 22^{d} day of May, Anno Domini 1713.

The said Proprietors Voted that Capt. Thomas Barker should assist the surveyor in laying out the said Commons, in the room of Capt John Alden, and by vote, granted to Micheal Ford of Marshfield a small parcel of land adjacent to his salt meadow in Duxburrough, near Green's Harbour, which is now within his fence, and taken within his fence for conveniency of fencing his said meadow, said Ford always maintaining the whole of said fence.

They also voted to Lieu^{t}. Robert Barker Twenty acres of land out of said Commons, to take it up where he shall see cause, his whole share in the first division of the Commons in Duxborrough Anno Dom 1710, not being laid out to him, he quitting his right and claim to Seven acres of land laid out to him in the said first division, and the said Robert Barker took up satisfied therewith. They also voted that thirteen acres of land formerly granted to the said Robert Barker adjacent to the farm where on he now dwelleth, should be in satisfaction for high ways laid out through the said Barkers land by the select men of Duxborrough, partly at his farm where on he now dwelleth, and partly through his land near the Brick Kilns, and the said Barker took up satisfied there with.

At said meeting the said Proprietors also voted that their surveyor should lay out to Thomas Prince at the head of his lot, about two or three acres of land, provided he will grant as much of his land to the town of Duxbury, adjacent to the meeting house, to be a perpetual Common for a training field &c. The said proprietors also voted as much to be Common near the meeting house in Pembrook, and that their surveyor should agree with said Prince about the premises.

At said meeting Abraham Samson Senr, demanded forty acres of land, in behalf of his son Abraham, which he saith, should have been laid out to him in the first division.

At said meeting the said Proprietors, voted that persons that have any part of said Commons within their fences, or improvements, might have the same laid out to them for their share, or part of their shares in said Commons, they agreeing with the surveyor and agents for laying out said lands, concerning the quantity and quality thereof, and also any narrow strips or parcels of land joining to any persons land, and lying in a form not convenient for a lot in said division, may be laid out to such persons if they desire it, and the surveyor with the Agents for laying out, judge it best, and most convenient for the whole.

At said meeting, The said Proprietors voted, and ordered, that no person whatso ever, might cut any wood, timber or under brush upon the said undivided Commons, or any part thereof, till the same be all laid out, and lots drawn, and persons enjoy their respective lots, on the same penalty by our Province law ordered against persons trespassing on the lands of others, and empowered, and authorised the agents that assist the surveyor in laying out the Commons, to inspect that matter, and to prosecute in said Proprietors behalf, all such as shall transgress said order.

Benoni Delanoe protested against all the actings of said proprietors, at said meeting.

Errata Page 2 line the 23d for Abagail Wadsworth, read, the proprietors of the farm of John Wadsworth, dec Page 3d line 36 for Mary Wadsworth, read the proprietors of the farm of Joseph Wadsworth dec.

1712. Jan. 16. B. Page 7.

Where as the proprietors of the common and undivided lands belonging to the towns of Duxborrough and Pembrook, at their meeting, bearing date of June the 16th Anno Dom 1712, did vote, and order to be laid out to Mr. Thomas Loring, forty acres of land of said commons and undivided land, for the reason, and on the conditions mentioned in the said vote or order, provided the committee

chosen to determine who have a right in said commons, see reason to allow of it. We the subscribers being said committee, upon some consideration, do give our opinion, and allowance as followeth—viz. That said Thomas Loring have laid out to him Forty acres of land of said commons, the surveyor having respect to the quantity and quality of said land, viz. That the said Forty acres be as good and equal in worth to a forty acre lot, viz, a middling forty acre lot belonging to the first division of said commons, which was laid out Anno 1710.

SAMUEL BRADFORD.
FRANCIS BARKER.
SAMUEL SPRAGUE.

1713. Nov. 21. B. Page 7.

Duxborrough November 21st, 1713.

Where-as the proprietors of the common lands belonging to the towns of Duxborrough and Pembrook, did at their meeting June 16th 1712, Vote and order to be laid out to Mr. Thomas Loring, Forty acres of said common lands, provided the committee chosen to determine who have a right in said common lands, should see reason to allow of it, and the said committee upon consideration, did give their opinion and allowance that the said Thomas Loring should have laid out to him Forty acres of common land, having respect to quantity and quality of said land, that it might be equal in worth to a middling Forty acre lot of the first division. Wherefor, at the request of said Thomas Loring, We whose names are here unto suberibed, have laid out, and bounded unto said Thomas Loring, Fifty six acres of land which we judge to be equal in worth to a middling Forty acre lot of said first division, which said Fifty six acres of land is bounded as followeth, viz.

Begining at the North corner of the Sixty acres lately laid out to Lieut. Samuel Bradford, being a small red oak marked with stones about it, and from thence the North East end thereof is bounded by the

old County road, 30 poles in breadth to a stump with stones about it, by the South side of said old County road, and from thence the North west side thereof, ranges South 53 degrees Westerly 149 Pole to a stake and stones, and from thence, the South west end rangeth South 37 degrees Easterly, 76 pole to a pine tree marked, and from thence, the South east side thereof rangeth North 53 degrees Easterly 109 pole, to a stake in the range of the aforesaid Sixty acres of said Lieu^{t} Bradfords, and from thence bounded by said Sixry acres, unto the small red oak marked, first mentioned.

JACOB TOMSON.
JOHN PARTRIDGE.

1713. Dec. 11. B. Page 9.

At a meeting of the proprietors of the common and undivided lands in Duxborrough and Pembrook-- Dec. 11 Anno Domini 1713 for drawing the lots of the last division of upland and swampy land in said townships, except Cedar Swamps. The lots fell as followeth—

The sixty six and sixty seventh lots fell to Capt. Seth Arnold and Saml Delanoe Sen^{or}.

The ninty first and the hundred and sixty seventh lots fell to Elisha Wadsworth, and the proprietors of farm that Elisha Wadsworth lives on—

The seventy fifth, and the hundred and fifteenth lots fell to Lieu^{t} Samuel Bradford and Joseph Tubbs.

The twenty ninth and seventy sixth lots fell to James Partridge and Wm Holmes.

The hundred and thirty eighth, and the hundred and fifty fifth lots fell to Deacon Seabury and Josiah Holmes—

The eighty second, and the hundred and thirty second lots fell to Benjamin Bartlet Sen^{or} and William Bartlet.

The ninty fifth and hundred and fourth lots, fell to Joseph Chandler 2^{d} and George Williamson.—

The seventy eighth and hundred and twelvth lots fell to Thomas Bonny Senr, and Ebenezer Boney dec.

The forty ninth and fifty seventh lots fell to Benjamin Peterson, and Joseph Soule.

The fifty ninth and seventy fourth lots fell to Saml Bartlet, dec, and Benjamin Bartlet Jun.

The seventy third and hundred and Sixty fifth lots fell to Deacon Brewster, and Miles Standish.

The twelvth and ninty second lots fell to the proprietors of the farm of Ebenezer Bartlet, dec, and Thomas Delanoe Junr.

The forty seventh and forty eighth lots fell to John Partridge and Jabez Barker.

The fifty fifth and fifty sixth lots fell to Wm Brewster Jun, and Ebenezer Wormal.

The hundred and thirty seventh and the hundred and sixty first lots fell to Israel Selvester, and Joseph Bartlet.

The twenty eight and ninty seventh lots fell to Saml. Sprague Senr, and Nathaniel Cole Sen^{or}.

The thirty fourth and hundred and sixty eighth lots fell to Josiah Wormal Jr, and James Boney.

The thirty third and hundred and fiftieth lots fell to Josiah Wormal Sen^{or}, and Joshua Soule.

The seventh, and hundred and fifty eighth lots fell to Benjamin Samson, and John Samson.

The thirteenth and nintieth lots fell to John Holmes, and Saml Sprague Jun.

The first and hundreth lots fell to Capt. John Alden and John Sprague.

The hundred and twenty third and hundred and twenty seventh lots, fell to Jonathan Delanoe and Jonn Magfarland.

The fifth and sixty third lots, fell to Abraham Samson Jr and Benjamin Southworth.

The eighty eighth and ninty eighty lots fell to Job Randal, and Edward Arnold.

The forty sixth and hundred and fortieth lots fell to Josiah Soule, and Ephriam Cole.

The sixteenth and seventeenth lots fell to Jonathan Peterson and Elnathan Weston.

The hundred and third and hundred and ninteenth lots fell to Jonathan Alden, and Isaac Stetson.

The hundred and twenty second and the hundred and twenty fifth lots fell to Stephen Samson, and Lambert Despard.

The eightieth and eighty seventh lots fell to Constant Southworth and John Southworth.

The hundred and forty first and the hundred and forty second lots fell to Phillip Delanoe, and Benjamin Simons.

The hundred and forty ninth and the hundred and fifty second lots fell to John Delanoe Senr, and Benjamin Arnold.

The hundred and seventeenth and hundred and twenty six lots fell to John Simons Sen^{or} and John Simons Jr.

The eighty third and eighty fifth lots fell to Isaac Simons, and Samuel Delanoe 3^{d}.

The hundred and tenth and hundred and sixteenth lots fell to the proprietors of the farm of Philip Delanoe, dec, and Samuel West.

The hundred and thirty first and the hundred and fifty third lots fell to Ichabod Bartlet and Saml Fisher.

The thirty eighth and hundred and sixty fourth lots fell to Saml Chandler, and Josiah Kein.

The twenty third and hundred and fifth lots fell to Thomas Hunt, and Benjamin Brewster.

The eighty fourth and ninty sixth lots fell to Joseph Chandler Sen^{or}, and Edmund Chandler.

The nineteenth and hundred and twenty eighth lots fell to Benjamin Chandler, and Thomas Hunt.

The hundred and thirtieth, and hundred and fifty sixth lots fell to Nathaniel Brewster and Moses Soule.

The hundred and ninth, and hundred and twenty fourth lots fell to the proprietors of the farm of Henry Clark, dec, and John Glass.

The fourteenth and ninty third lots fell to Pelaliah West, and Robert Stanford.

The thirty sixth and the seventy seventh lots fell to Benjamin Alden, and Sam[l] Alden.

The hundred and forty seventh, and hundred and seventy first lots fell to Cabel Thomas and James Thomas.

The hundred and thirty fifth, and hundred and thirteenth lots fell to Lieu[t]. Francis Barker, and Francis Barker Jr.

The twentieth and twenty first lots fell to the proprietors of the farm of James Magoon, dec, and Elias Magoon.

The twenty second and hundred and first lots fell to Thomas Barker, and Elisha Barker, dec.

The thirty fifth and hundred and sixty second lots fell to Robert Barker Sen[or], and James Baker.

The seventy first and hundred and sixty sixth lots fell to Josiah Kein Sen[or] and John Kein.

The forty first and hundred and thirty third lots fell to Abraham Booth, and Timothy Stetson.

The second and sixty second lots fell to Joseph Mitchell, and Jabez Barker, Nathaniel Chamberlain, and Thomas Lambert, viz, five eighths thereof to Joseph Mitchell, one eighth thereof to Jabez Barker, one eighth to Nathaniel Chamberland, and one eighth to Thomas Lambert.

The ninty fourth and hundred and fifty ninth lots fell to John Wadsworth, and Abraham Pierce Sen[or].

The one hundredth and twenty ninth, and hundred and fifty fourth lots fell to Robert Russel and Nathaniel Chamberland.

The ninth and thirty ninth lots fell to Isaac Pierce Sen and Abraham Pierce Jr.

The fourth and eighty ninth lots fell to James Bishop, and John Bishop.

The eighth and thirty seventh lots fell to Joseph Stockbridge, and John Boney.

The hundred and sixth, and hundred and eigh-

teenth lots fell to John Peterson, and Isaac Peterson.

The eighty first and hundred and thirty ninth lots fell to John Simons dec, and John Pierce.

The hundred and forty eighth, and hundred and sixtieth lots fell to the proprietors of the farm of Mr. John Wadsworth, dec, and Christopher Wadsworth.

The fifty first and fifty third lots fell to Ebenezer Bishop, and John Chandler.

The fiftieth and fifty eighth lots fell to William Tubbs Sen^{or}, and Hubson Bishop.

The sixty first, and hundred and eleventh lots fell to Robert Barker Jr. and Isaac Barker.

The eleventh, and sixtieth lots fell to David Samson, Ichabod Bartlet, Wm. Tubbs and the proprietors, viz, one half thereof to David Samson, and one eighth thereof to Ichabod Bartlet, one eighth thereof to W^{m}. Tubbs, and two eighth thereof to all the proprietors among themselves.

The hundred and second and hundred and seventh lots fell to Josiah Barker, and Thomas Pierce.

The fortieth and sixty fourth lots fell to the proprietors of the farm of Mr. Ichabod Wiswald, dec, and Peleg Wiswald.

The forty fifth, and hundred and forty sixth lots fell to Abraham Samson, Sen^{or}, and Thomas Lambert Jr.

The eighteen, and twenty fourth lots fell to Mr. Edward Southworth, and Thomas Southworth.

The tenth, and eighty sixth lots fell to William Sprague, dec, and Samuel Tubbs.

The twenty fifth, and hundred and eighth lots fell to Samuel Weston, and Nathaniel Cole Jr.

The twenty sixth, and twenty seventh lots fell to Ichabod Samson, and Joseph Rogers.

The third, and fifteenth lots fell to Thomas Delanoe, Sen^{or}, and Joseph Delanoe.

The hundred and sixty third, and hundred and

sixty ninth lots fell to John Weston, and Joseph Simons.

The sixth, and ninty ninth lots fell to Japhet Turner, and the Widow Hudson, both Dec[d].

The sixth fifth, and thirty second lots fell to Samuel Barker, and Isaac Barker.

The fifty second, and the hundred and fifty first lots fell to Samuel Pierce, and John Saunders.

The seventy ninth, and hundred and fifty seventh lots fell to Joshua Simons, and Benoni Delanoe.

At the said meeting of said proprietors, Dec 11th Anno Dom 1713. The said proprietors voted that if here after it shall appear necessary that there shall be ways through any of said division, that in such case there shall be liberty for such ways where it is necessary, and so as may be most beneficial for the ways, and least prejudicial to the owners of the lots.

They also voted, that where as John Russel hath not yet had a forty acre lot laid out to him in the late division of forty acres lots in Duxborrough and Pembrook, therefore at this meeting the Proprietors voted, that the said Russel, instead of said forty acres, shall have all the Common land that lyeth at the South west side, and South east end of his Sixty acre lot which was formerly laid to John Rouse, home to the forty acre lots of the late division, also all the land between said sixty acre lot and said Russel's home lot, and there upon at said meeting, the said John Russel did quit his claim unto all his rights in division of said forty acre lot.

1714. June 29. B. Page 12.

At a meeting of the Proprietors of the Commons belonging to the towns of Duxborrough and Pembrook, June 29th Anno Dom 1714, said Proprietors sold at an out *cry*, to Mr. John Partridge, one quarter part of the Eleventh and Sixtieth lots in the upland, belonging to said Proprietors, for ten pounds, in money, to be paid in a months time, to defray the charges of laying out the cedar swamp belonging to

said proprietors, so far as it will go. At this meeting, said proprietors voted, that their beach should be laid out, and divided, ten shares in a lot.

At this meeting June 29th 1714 the said Proprietors, the most of them drew their lots in the Cedar swamp; the laying out of which was now completed, and by reason that some of the lots were accounted better than others, the said Proprietors by vote, ordered two lots to be put together by the surveyor, which contained ten shares to be equally divided to all persons therein named according to their respective rights, which was accordingly done, and the lots fell as followeth,

The fifth, and twenty ninth lots were drawn by Deacon Alden, and fell to Deacon Alden, John Partridge, Benj. Alden, Samuel Alden, John Simons, Senr, James Bishop Sen John Boney, James Boney, John Bishop & Hutson Bishop.

The thirteenth, and nineteenth lots were drawn by Daniel Crocker, and fell to Isaac Pierce, Nehemiah Cushing, Aaron Soule, John Saunders, John Pierce, John Simons, dec, Isaac Stetson, Thomas Barker, Francis Barker, Frincis Barker Jr and Thomas Pierce.

The fifteenth, and thirty first lots were drawn by James Partridge, and fell to James Partridge, Wm Holmes, Ichabod Samson, John Alden, Moses Soule, Joseph Chandler, John Sprague, Thomas Boney, Ebenezer Boney, dec, and Jonathan Brewster.

The sixth, and seventeenth lots were drawn by John Wadsworth, and fell to Mathew Kein, Saml Delanoe the 3d, Thomas Parris, Ephriam Cole, Robert Stanford, the proprietors of the farm of John Wadsworth dec, Thomas Delanoe Jr, the proprietors of the farm of Ebenezer Bartlet, deceased, Benjamin Simons and Benjamin Samson.

The fourteenth, and twenty second lots were drawn by Capt Arnold, and fell to Capt Arnold, Samuel Delanoe, Senr, Benjamin Arnold, Thomas Loring, Lambert Despard, Lieut. Francis Barker, Josiah

Barker, William Tubbs, Robert Barker, and James Barker.

The thirty second, and thirty fourth lots were drawn by Joseph Stockbridge, and fell to Benjamin Peterson, Josiah Kein, Senr, Josiah Kein Jr, John Kein, Benjamin Kein, Elisha Barker, John Russel, John Magvarland, Elias Magoon, and Joseph Stockbridge. It was ordered, that Thomas Lambert Jun, and Ichabod Bartlet should have each of them, a quarter of a share equal to the proprietors of these two lots, in said 34th lot, said lot being accounted so much better than the other lots.

The eighth, and twenty eighth lots were drawn by Abraham Booth, and fell to Josiah Wormal, Senr, Josiah Wormal Jun, John Delanoe, Jonathan Delanoe, Timothy Stetson, Ebenezer Bishop, Joseph Boney, Isaac Oldham, Nathaniel Samson and Abraham Booth.

The second, and twenty first lots were drawn by Saml Weston, and fell to Mr. Edward Southworth, Miles Standish, Constant Southworth, Benj. Southworth, John Southworth, Samuel Weston, Joseph Simons and Wrestling Brewster.

The twentieth, and twelvth lots were drawn by Isaac Barker, and fell to Francis Rogers, Deacon Seabury, Josiah Holmes, Jonathan Peterson, Jonathan Alden, Ichabod Bartlet, Samuel Fisher, Josiah Soule, Samuel Pierce and Joseph Soule.

The eighteenth and twenty fifth lots were drawn by Christopher Wadsworth and fell to Benjamin Bartlet Senr, William Brewster, Jr, William Bartlet, Ebenezer Wormal, Joseph Mitchel, Samuel Tubbs, George Williamson, Christopher Wadsworth, Thomas Lambert Jr, and Ichabod Wadsworth.

The thirteenth, and thirty third lots were drawn by Isaac Barker, and fell to Edward Arnold, Benjamin Bartlet Jr, Samuel Bartlet, dec, Saml West, the proprietors of the farm of Phillip Delanoe, dec, John Holmes, Isaac Barker, Jabez Barker, Joseph Bartlet and Timothy Rogers.

The eleventh, and twenty seventh lots were drawn by Benjamin Chandler, and fell to Benjamin Prior, Thomas Fish, Caleb Thomas, Isaac Simons, Saml Delanoe 2nd, Abraham Samson Jr., Benjamin Chandler, the proprietors of the farm of Saml Hunt, dec, Joseph Peterson and Saml Chandler.

The third, and twenty third lots were drawn by Mr. John Robinson, and fell to Mr. John Robinson, Lieu^{t}. Saml Sprague, the proprietors of the farm of Mr. Ichabod Wiswall, dec, Peleg Wiswall, Nathaniel Cole, Sen^{or}, Joseph Tubbs, Joshua Soule, Caleb Samson, Saml Hills and Joseph Rogers.

The ninth, and twenty fourth lots were drawn by ——— fell to Israel Silvester, Joseph Chandler, Senr, Edmond Chandler, John Chandler, Elisha Wadsworth, the proprietors of the farm of Joseph Wadsworth dec, James Thomas, Saml Bradford, William Sprague and Pelatiah West.

The tenth, and twenty sixth lots were drawn by Thomas Loring, and fell to John Weston, Stephen Samson, John Samson, Phillip Delanoe, Nathaniel Cole Jr, John Simons Jr, Joshua Simmons, Thomas Delanoe, Senr, William Brewster, Sen, and Saml Barker.

The seventh, and sixteenth lots were drawn by Thomas Prince, and fell to Abraham Pierce Senr, John Wadsworth, Nathaniel Brewster, Benj. Brewster, Jabez Barker, Nathaniel Chamberland, Abraham Samson Sen^{or}, Benoni Delanoe and Saml Pierce.

The first, and fourth lots were drawn by Samuel Sprague, and fell to Saml Sprague, Jr, a quarter of a share to W^{m}. Tubbs Senr, Abraham Pierce Jr, Joseph Delanoe, Joshua Turner, widdow Anne Hudson, Nehemiah Randal, John Peterson, Thomas Hunt, and David Samson.

A List of names of those that have a right in the last division of the town's Commons, upland and meadow, in Duxborrough, taken by us whose names are here unto subscribed, being chosen there unto at a town meeting in Duxborrough June 5th 1710.

The Proprietors of the farm of Joseph Wadsworth, dec.

Elisha Wadsworth
Mr. Thomas Loring
Mr. Sam[l] Bradford,
Christopher Wadsworth
Ichabod Wadsworth,
Benj Bartlet Sen[r]
W[m] Bartlet
Geo Williamson
John Wadsworth
Benj. Peterson
Thomas Boney
Benjamin Prior
Peleg Wiswalle
Sam[l] Bartlet
Benj Bartlet Jr
Joseph Bartlet
Miles Standish
Proprietors of the farm
of Ebenezer Bartlet de
William Brewster Sen
William Brewster Jr
Benj Brewster
Israel Silvester
Sam[l] Sprague Sen[or]
W[m] Sprague
John Robinson
Josiah Wormal Sen
Josiah Wormal Jr
Ebenezer Wormal
Stephen Samson
Benj Sampson
Nathaniel Cole Jr
Ephriam Cole

Jonathan Brewster
James Partridge
Sam[l] Seabury
John Samson
Proprietors of the farm
of Sam[l] Sprague Jr
lives on
Proprietors of the farm
John Sprague lives on
Jonathan Delanoe
Abraham Samson Sen[r]
Nathaniel Samson
Abraham Samson Jr
Edward Arnold
Ichabod Samson
Josiah Soule
John Peterson
Jonathan Peterson
Isaac Peterson
Joseph Peterson
Joseph Soule
Doctor Delanoe
Benoni Delanoe
Joseph Delanoe
Sam[l] Delanoe
John Alden
Jonathan Alden
Thomas Southworth
Proprietors of the farm
of Phillip Delano dec
Edward Southworth
Francis Barker
Elias Magoon

John Partridge
Capt Arnold
Elnathan Weston
Samuel Weston
Benj Arnold
Caleb Thomas
Saml Delanoe 2^{d}
Saml Delanoe 3^{d}
Thomas Fish
Caleb Samson
David Samson
James Thomas
Saml Hills
Joshua Soule
Saml West
Pelatiah West
Proprietors of the farm
of Henry Clark dec
Ebenezer Boney
John Weston
Joseph Boney
Proprietors of the farm
of Ichabod Wiswall dec
Proprietors of the
farm of Samuel
Hunt, dec,
Proprietors of the
farm of Mr.
John Wadsworth, dec
John Southworth
Phillip Delanoe
John Simonson Jr
Benj Simonson
Joseph Simonson
Thom^{s} Delano Jr
John Chanler
Thomas Hunt
Edmond Chanler
John Glass
Robert Stanford

Josiah Barker
Francis Barker Jr
Thomas Barker
Elisha Barker
Josiah Holmes
John Holmes
William Holmes
Robert Barker Sen
James Barker
Japeth Turner
John Kein
Isaac Barker
Abraham Booth
Saml Barker
Robert Barker Jr
Abraham Pierce Jr
Abraham Pierce Sen
John Pierce
Saml Pierce
Isaac Pierce
Thomas Pierce
Joseph Rogers
Timothy Rogers
Isaac Stetson
Timothy Stetson
Thomas Parris
Mr. David Alden
Constant Southworth
Benj Southworth
John Delanoe
Samuel Fisher
John Simonson Sen
Isaac Simonson
Joshua Simonson
Saml Chanler
Benj Chanler
Joseph Chanler Sen
Joseph Chanler Jr
Moses Soule
Benjamin Alden

Sam[l] Alden	Nathaniel Brewster
Nathaniel Cole Sen[r]	James Bishop
John Bishop	Hutson Bishop
Ebenezer Bishop	John Boney
James Boney	Joseph Stockbridge
Isaac Oldham	John Simonson 3[d]
Joseph Tubbs	Sam[l] Tubbs
John Russel	John Magvarland
Josiah Kein Sen	Josiah Kein Jr
Mathew Kein	Aaron Soule
Lambert Despard	John Saunders
Francis Rogers	Widdow Hutson
Proprietors of the farm	Nehemiah Randal
of James Magoon dec	Ichabod Bartlet
Nathaniel Chamberlain	Thomas Lambert Jr
Jabez Barker	William Tubbs Sen
	Joseph Mitchel

1714. Nov. 20. B. Page 19.

At a meeting of the Proprietors of the Commons belonging to the towns of Duxborrough and Pembrook upon the 20th of November Anno Dom 1714. The said Proprietors drew their lots in the Beach belonging to the Second and last division in the said Commons, and the lots fell as followeth.

The eighth lot fell to Thomas Lambert, Jr, Ichabod Wadsworth, Sam[l] Bradford, dec, the proprietors of the farm of John Wadsworth, dec, John Bony, Samuel Delanoe 2[d], Caleb Thomas, Thomas Fish, Benjamin Chanler, and Nathaniel Cole, Sen.

The Sixteenth lot fell to John Peterson, Benjamin Peterson, Isaac Peterson, Josiah Wormal, Sen[r], Josiah Wormal Jr, Jonathan Delanoe, Timothy Stetson, Ebenezer Bishop, Nathaniel Samson and Abraham Booth.

The ninth lot fell to Thomas Parris, Isaac Oldham, Joseph Boney, James Boney, Jonathan Peterson, Joseph Mitchel, George Williamson, Thomas Delanoe Jr, the Proprietors of the farm of Ebenezer Bartlet, dec, and Joseph Rogers.

The thirteenth lot fell to Capt Seth Arnold, Samuel Bartlet, dec, Benjamin Bartlet Jr, Nathaniel Brewster, Pelatiah West. Edward Arnold, Nathaniel Cole, Jr, William Brewster, Israel Silvester, and John Russel.

The tenth lot fell to Samuel West, Benjamin Samson, Ephriam Cole, Robert Stanford, Sen, Samuel Chanler, Peleg Wiswalle, The Proprietors of the farm of Mr. Ichabod Wiswalle, dec, Elisha Wadsworth, The Proprietors of the farm of Joseph Wadsworth, dec, and Samuel Delanoe 3^{d}.

The seventeenth lot fell to John Partridge, Jonathan Brewster, Benjamin Prior, John Alden, The Proprietors of the farm of Henry Clark, dec, Samuel Sprague, Jr, Nehemiah Randal, The Proprietors of the farm of Samuel Hunt, dec, John Delanoe, Sen, and Miles Standish.

The twelvth lot fell to Joseph Bartlet, Ebenezer Wormal, Moses Soule, Thomas Bony, Ebenezer Bony, dec, James Partridge, William Holmes, John Sprague, David Samson and William Brewster Jr.

The sixth lot fell to William Sprague, dec, Stephen Samson. Isaac Simons, Samuel Hill, Joshua Soule, Mr. John Robinson, Lieu^{t}. Samuel Sprague, Joseph Tubbs, Benjamin Simons, and John Saunders — and said sixth lot containing ten shares and a half — the said half share fell to Thomas Lambert, Jr and Joseph Mitchel.

The seventh lot fell to Joseph Soule, Thomas Loring, Lambert Despard, Joseph Peterson. Joseph Rogers, in behalf of his son Francis Rogers, Abraham Samson Jr, Abraham Pierce Jr, Jonathan Alden, Josiah Soule and John Kein.

The third lot fell to Aaron Soule, John Simons, dec, John Pierce, Joseph Stockbridge, Thomas Barker, Benjamin Arnold, Samuel Alden, Joseph Chanler Sen, and Joseph Chanler Jr.

The fourth lot fell to Benjamin Bartlet Sen, William Bartlet, Christopher Wadsworth, Hutson

Bishop, Samuel Delanoe Senr, Samuel Weston and Thomas Hunt.

The first lot fell to Samuel Seabury, Joshua Soule, Josiah Holmes, John Samson, Joshua Delanoe and Thomas Delanoe Senr.

The fourteenth lot fell to Nathaniel Chamberland, Josiah Kein, Senr, Josiah Kein Jr, John Weston, and John Simmons Senr.

The second lot fell to Robert Barker, William Tubbs, Senr, 1¼ shares, Ichabod Samson, James Barker, Phillip Delanoe, Widdow Hudson and John Holmes.

The eleventh lot fell to Caleb Samson, James Bishop, John Simons Jr., Joshua Turner, Joshua Simons, Samuel Pierce and Benoni Delanoe.

The fifteenth lot fell to Samuel Fisher, Mathew Kein, James Thomas, and David Alden.

[No further record of the above division until 1747.]

1710. No Date. Vol. a. Page 170.

At a town meeting in Duxborrough Anno Dom 1710 Samuel Fisher desired that the town would exchange a piece of ground with him, there being a piece of the town's Commons lying at the south west corner of his lot which he said would be a benefit to him in respect to running his fence straight, he would have the path that went up from where Peter West lived formerly, to the bounds of it on the South west side, and the road that goes from Doctor Delanoe's up to Deacon Aldens, to be the bounds on the Southerly side of it, and if they see cause to grant this to him, he will deliver up to said town, all his land which lyeth above the road that goes from Doctor Delanoe's to Deacon Alden's. Which by said town was granted.

Recorded by me

JOHN WADSWORTH,

Town Clerk.

1710. Jany. 31. Vol. a. Page 288.

The bounds of Nathaniel Chamberland's land in Duxborrough.

Begining at a red oak tree marked on four sides, about Eight rods from the North east corner of James Boney's lot, and from thence 133 rods to a black bush, and from thence Southwesterly 118 rods, to a stake and stones, and from thence 133 rods, South east to a white oak tree marked on four sides, being the Westerly corner of James Boney's land, and from thence, by the land of James Boney to the tree first mentioned.

Jany 31 1709/10

Recorded by me

SAMUEL SPRAGUE,

Town Clerk.

1713. Feb. 24. Vol. a. Page 299.

At a town Meeting in Duxborrough February 24th Anno Dom 1713/14 the said town gave liberty to John Chanler, Ichabod Bartlet, Phillip Delanoe, Nathaniel Brewster, Pelatiah West, Constant Southworth, Jonathan Alden, John Simons Jr. and Benoni Delanoe, to build a seat in said town's Meeting house, adjoining to the front gallery, the the whole length of said gallery from girt to girt, provided the said seat doth not extend lower downward than the beam whereon the aforesaid seat in the said gallery is now built, the said town also gave to their Agents formerly chosen by said town, to pen said meeting house round &c, viz. Lieu[t] Sam[l] Bradford, Mr. Samuel Seabury, Mr. Thomas Loring, Mr. John Partridge and Capt. John Alden, the front or fore seat in the uppermost, or second gallery, in the North West end of said meeting house, whereupon the said Agents gave to the said town their rights in the two hindermost seats in said gallery. At this town meeting Mr. Benjamin Chanler freely gave to the said town, liberty to build a School house upon his land near the road, for said towns use, to be set near the fence, that is the fence between the said Benjamin Chanler and John Glass,

their lands, and that the said school house might there be settled and kept, with all the privileges or use of about half an acre of land adjacent, so long as said town shall see cause to keep their school house there.

(The town meetings from 1712 to this date were to choose Town and County officers. I find no other business transacted.)

GEORGE ETHERIDGE.

Copyist.

1718. Mch. 28. Vol. a. Page 300.

At a Town Meeting held in Duxburrough March 28th 1718. The said town by vote, gave liberty to Abraham Samson Senr, and his heirs forever, to make a fence across the highway lately laid out from the old landing place, so called, up to the country road, the said fence to be set up near to the Glade Creek, with privilege of a gate or bars convenient to open or draw, and to be kept up if he or they please, so long as he or they shall give liberty to all persons for landing their hay &c at said landing place. And at the same town meeting, he the said Abraham Sampson, did in behalf of himself, his heirs, &c engage and promise to the town, the benefit and privilege of the said landing place for the landing and carrying away their hay &c forever.

As witness his hand

ABRAHAM SAMPSON.

1721. Oct 20. Vol. a. Page 300.

At a Town meeting in Duxburrough, upon the 20th day of October Anno Domini 1721.

The said town chose Mr. John Partridge Moderator, they also chose Isaac Wadsworth petty juror to serve at the next Inferior Court at Plymouth, the said town also voted to choose Trustees to take out of the Treasury the said town's proportion of the fifty thousand pounds ordered the last year by the General Court to be emitted, and chose three trustees, viz, Mr. John Partridge, Capt John Alden and

Mr. Thomas Fish, and ordered that the said money should be hired out at five pounds per cent, to such persons as shall give sufficient security for the same, and that less than ten pounds nor more than twenty pounds, should not be hired out to any one particular person, and that the said money, or any portion thereof, should not be hired out to any persons but such as are inhabitants within this town, until one month be fully expired after the said money is brought into the said town, and after that it may be hired to other town's people, and the said town adjourned their meeting till this day fortnight, at ten of the clock.

1721. July 24. Vol. a. Page 95.

At a town meeting in Duxburrough July 24th Anno 1721, The said town did by their vote, give liberty to Nathaniel Thomas Esq of Marshfield to dig a passage way eighteen foot wide, through the said town's salt meadow now in possession of Mr. Robinson, from the Mill river into Carswell creek or river, provided he fills up said Carswell creek or river with the turf he digs out of the meadow below said passage way in the uppermost turn of the said river, and also keep it filled up or damed, as long as the said passage way is open, and that the inhabitants of this town have liberty use it, and also provided Mr. Robinson gives his consent thereto.

1722/3. Mch. 4. Vol. a. Page 301.

At a Town Meeting in Duxborrough upon the fourth day of March Anno Domini 1722–3, The said town voted to Deacon Samuel Seabury a confirmation of Thirty Seven acres of land butting upon the head of the farm whereon he now dwells, said land being formerly sold him by the said town's Agents, for the sum of Eighteen pounds and ten shillings, but no record made thereof, the said town ordered that a record should now be made thereof. The bounds whereof are as followeth, viz. It begineth at the Northerly corner of said farm by the cart way that leads from thence to Island Creek pond, and thence

bounded by said way to the cart bridge that stands upon said Island Creek pond brook, and thence bounded down stream by said brook to the head of said Seabury's said farm, to the cart way first mentioned.

1723. Sept. 2. Vol. a. Page 96.

At a town meeting in Duxburrough Sept 2d, Anno 1723. The said town chose Mr. John Partridge, Moderator for said day. They also chose Thomas Phillips petty juror to serve at the next Inferior Court and Quarter sessions of the peace. The said town also voted that a rate should be made to defray their public charges, consisting of £152, 7s, 6d.

(here follows Particulars.)

COPYIST.

1723/4. Jany. 13.

Upon the 13th day of January Anno 1723–24 We the subscribers Select men of the town of Duxborrough, have made up accounts with Mr. Phillip Delanoe Treasurer of said town upon the said town's account, and find he having paid all the notes or orders from said town till Nov 28th Anno 1722, that there is due from said treasurer to said town the sum of £14, 16s, 05d.

ELISHA WADSWORTH.
JOHN ALDEN.
JOHN WADSWORTH.

1725. Aug. 2. Vol. a. Page 110.

At a Town Meeting held in Duxborrough the 2d day of August Anno Domini 1725. The said town voted a rate should be made to defray their charges for this year, consisting of £128, 15s, 00d.

(here follow Particulars.)

1726. Aug. 17. Vol. a. Page 110.

At a town meeting in Duxborrough August 17th Anno Dom 1726. The town voted a rate to be made consisting of £163 10s 8d to defray the said town's charges for this year.

(Particulars follow)

1728. Mch. 26. Vol. a. Page 302.

At a town meeting in Duxborrow March 26th Anno Domini 1728. The town chose Mr. Edward Arnold, Moderator for said day, and chose Mr. John Partridge and Caleb Samson Grand Jurors, and James Arnold and John Turner petty Jurors, all to serve at the next Superior Court at Plymouth.

1728. May 16. Vol. a. Page 303.

At a Town meeting in Duxborrough the 16th of May Anno Domini 1728. The said town chose Capt. John Alden representative to serve the year ensuing, at the General Court at Boston, and then the said town chose Joshua Soule Moderator for said day, and also chose Edward Arnold, Joshua Soule and Pelatiah West, trustees to take out and let out upon good security, the said Town's proportion of sixty thousand pounds of loan money last emitted by the General Court, for the use of said town, and also voted that the said trustees shall not let out of said money, less than ten pounds nor more than twenty pounds to any one person, the said money to be let out at six pounds per cent, and also voted the persons that had none of the last loan money of said town, should have the privilege first to have the liberty of hiring this said loan money before the persons that had the last loan money of said town, if they come for it at the time which the said trustees shall appoint.

1728. Sept. 4. Vol. a. Page 303.

Sept 4th 1728.

The town chose Jury-men, and made rate for town charges. Amt. to £137, 00s, 05d.

1729. Mch. 25. Vol. a. Page 304.

March 25th Anno Domini 1729.

The town chose town officers and Jury men for the year ensuing.

Mch. 2. 1729/30. Page 305.

March 2d Anno Domini 1729–30.

The Town chose town officers, and voted that sixteen pounds should be paid out of their treasury towards the support of our Agent in England.

1730.
May 15.
Vol. a.
Page 306.

At a town meeting in Duxborrough upon the 15th day of May, Anno Domini 1730. The said town chose Capt John Alden their representative to serve at the General Court the ensuing year, they also chose Capt Alden moderator for the said day, and Joseph Freeman petty Juror to serve at the next Inferior Court at Plymouth. The said town also voted that Thomas Burton should keep their school the year ensuing or so much of said year as he shall tarry in said town, and not remove out of it, and also voted that said Thomas Burton should not receive pay from the town for the time he did attend keeping the said school.

1730/31.
Jany. 17.
Vol. a.
Page 306.

Upon the 17th day of January Anno Domini 1730-31. At a Town meeting in Duxborrough, The said town chose Justice Arnold moderator, for said day, and Capt Alden representative to serve at the next General Court, and George Partridge Grand Jury man for the ensuing year, and Jonathan Peterson and John Chanler Jr petty Jurors for the next Inferior Court, and Pelatiah West said town's agent to answer their presentment of said Court for not being provided with school master, and John Wadsworth Jr school master.

1730–31.
Mch. 1.
Vol. a.
Page 307.

Upon the 1st of March Anno Domini 1730–31. At a Town Meeting. After chosing town officers The town voted that there should be paid out of said town's treasury, Twenty shillings for every Wild Cat that may be killed within this town, by any of the inhabitants thereof, to the persons that may kill them viz. Twenty shillings above what is allowed for killing Wild Cats out of the Province treasury, said town also voted to pay out of the said treasury to John Delanoe Senor, ten pounds and fifteen shillings, towards his satisfaction for the support of Mary Cole the last year, provided he deducts out of it what particular persons have paid him on that ac-

count. The said town also voted, that the Select men should take care to provide a school master for them for the year ensuing.

1731. May 12. Vol. a. Page 308. At a town meeting in Duxburrough upon the 12th day of May Anno 1731, The town chose Capt Alden representative to serve at the next General Court at Boston. They also chose Capt Alden moderator for said day, and Ebenezer Bartlet petty Juror to serve at the next Inferior Court in Plymouth, and Isaac Peterson constable to serve one year ensuing, said town also voted that Jonathan Peterson Jr. might serve as constable the year ensuing, in the stead of Ichabod Wadsworth, the said Ichabod Wadsworth paying him or satisfying him for his services therein, and the said town also voted that Dr Benoni Delanoe as their agent, should procure their meeting house repaired, and to bring his bill of charge about it, not exceeding ten pounds.

1731. Aug. 2. Vol. a. Page 308. At a town meeting in Duxborrough upon the 2nd day Anno Domini 1731, The said town chose Mr. Elisha Wadsworth moderator for the said day, and also voted that a rate should be made to defray the said town's charges, consisting of £155, 7s, 5d.

Particulars following—

1731. Sept. 8. Vol. a. Page 309. At a Town meeting in Duxborrough 8th day of Sept Anno 1731.

The town elected town officers and Jury men, and also desired that Ichabod Wadsworth should care for and supply all things necessary for the support of Mary Cole.

1732. Mch 28. Vol. a. Page 310. At a Town meeting in Duxborrough upon the 28th day of March Anno Domini 1732, The said town chose Mr. Elisha Wadsworth moderator, for the said day. And voted that the select men should procure a school master for said town, and the said town did by their vote signify their satisfaction with the

making of the last town's rate by said late Select men, and their acceptance of their raising of Nine pounds and two pence more than the particular charges voted by the said town, and voted, that the said Nine pounds and two pence should be paid towards the repairs of the meeting house, viz. to the said towns Agents for Josiah Thomas whom they had employed in repairing said meeting house. The said town also accepted of Pelatiah West to serve as constable in room or stead of Nathaniel Cole.

1732.
May 15.
Vol. a.
Page 311.

At a town meeting May 15th 1732.

The town chose petty Jury men for next inferior Court.

May 22.

Capt John Alden was chosen representative to the General Court.

1732.
Sept. 18.
Vol. a.
Page 311.

At a town meeting in Duxborrough September 18th Anno Domini 1732. The said town chose Col. John Alden moderator for said day, and Samuel Seabury petty Juror to serve at the next Court in Plymouth, and Benjamin Simons constable for the present year. The said town also voted to make a rate — to raise £151, 16s, 0 the said town's charges, and for said town's use — (particulars following)

1733.
July 30.
Vol. a.
Page 313.

At a Town meeting in Duxborrough upon the 30th day of July Anno Domini 1733. The said town chose Colonel John Alden their representative to serve at the General Court at Boston, this present year, and then proceeded and chose Col. Alden moderator for said day, and also chose Nathaniel Chanler petty Juror to serve at the next Court at Plymouth. At this town meeting, the said town voted that a rate should be made to defray the said town's charges, amounting to £153, 01s, 03d.

(Particulars follow)

1733-34. Jany 16. Vol. a. Page 314.

At a Town meeting in Duxborrough, upon the 16th day of January Anno Domini 1733/34 The said town chose Edward Arnold Esq. moderator for said day, and said town voted that a petition should be put in to the honorable, the General Court, by their present representative Col. John Alden in their behalf to address the said Court for their directions relating to the running a line, and setting the bounds between the said town and the town of Kingston. At this Town meeting the said town by their vote, desired and authorized their present representative Col. John Alden to petition the Honorable the General Court in their behalf, for a grant of a tract of land the better to enable them to support a school in said town.

1734. Sept. 3. Record No. 5. Page 11.

At a Town meeting in Duxborrough upon the 3d day of September Anno Dom 1734.

The said town chose Edward Arnold Esq moderator for the said day, and ordered a rate should be made to defray the said town's charges, amounting to £195, 09s, 07d.

(Particulars following).

1734-5. Record No. 5. Page 11. Mch 3.

At a Town meeting in Duxborrough upon the 3d day of March Anno Domini 1734-5. The town chose Edward Arnold Esq. moderator for said day — and then chose town officers, and Jury men. At this town meeting the said town voted to pay to Colonel Alden, Twenty Pounds in full satisfaction for his trouble and time, and the time, pains and trouble of any others which they had taken and spent in taking up, surveying and laying out the five hundred acres of land some time since granted by the General Court to this town to enable them to support a school in said town. The said town also agreed with Deacon Alden to take the care of Mary Cole, and give her a suitable maintenance one year for the sum of fifteen pounds. They also voted that there should be paid of the said town's money fifteen

pounds one shilling and six pence more than the thirty pounds already ordered in full satisfaction to Jonathan Peterson Jr. for his service in the said town, as school master.

At this Town meeting the said town did by their vote, give liberty to Jacob Peterson, Ichabod Wadsworth Jr., Peleg Wadsworth and Bartlet Turner, to build a pew in the southerly corner of the meeting house, in the gallery, for their use provided they did not discommode others, that sit in the adjacent gallery, viz, do not hinder them in their going to their seats.

1734-5.
April 11.
Record
No. 5.
Page 11.

At a Town meeting in Duxborrough upon the 11th day of April Anno Dom 1735.

The said town made choice of Grand and petty Jury men.

1735.
May 21.
Record
No. 5.
Page 11.

At a Town meeting in Duxborrough May 21st Anno Dom 1735. The said town chose Col. John Alden their representative to serve at the General Court at Boston, the year ensuing, they also chose Col. Alden moderator for the said day to manage the town's business for the said day, that is herein after mentioned. And at this town meeting the said town voted that their select men should in their behalf, take care that the lines between the towns of Duxborrough and Marshfield should be settled, and bounds renewed, and if the said town of Marshfield refuses to do what is requisite on their part, to bring an action in the law against them, the said town of Duxburrough also voted, that the old line between them and Plymouth, should be the line between them and Kingston, and no other.

At the afore said town meeting May 21, 1735, The town chose Isaac Partridge constable to serve in the room of Joseph Weston who refused to serve. The said town also voted that their school should be kept in four places or parts of the town annually,

and for that end ordered a division of the said town into four parts or quarters, viz, Imprimis, that the said town should first be divided into two parts, by the line that divides the constablewicks in said town, and then that the North part or half of the said town, should be divided by a line begining at Marshfield line at Lieu^{t}. Arnold's, and thence to run by a line to Pelatiah West's to the Eastward of his house, to the said Constable's line, and to divide the southerly side of said town, to begin at said Constable's line at Nathaniel Brewsters, and leaving his house on the westward, thence running to the mouth of Island Creek Pond brook, and thence by said brook down stream, to the salt water bay, they also ordered that the school should be kept, first at that quarter of the town that contains Powder Point, and 2^{d}, at the quarter that contains Phillip Chanler and Ensign Bradford's, and 3dly at the quarter that contains Nathaniel Samson's, and 4^{thly} at the quarter that contains the Cap^{ts} Hill. The said town also chose three Agents, viz, Edward Arnold Esq Joshua Soule and Samuel Alden, to procure a school master for the said town, and to make their report to the said town, at their next town meeting of their doings there in, the said school master to serve for one year next ensuing, the said town also voted to pay out of their treasury Twenty shillings to Benjamin Simons, for one wild cat killed by him the last year, they also voted that there should be paid out of the town's treasury Twenty shillings for each wild cat that shall be killed by any person or persons within this town at any time within one year next ensuing, to any person or persons that shall kill any wild cat as above said.

1735. Nov. 21. Record No. 5. Page 12.

At a town meeting in Duxborrough November 21st 1735. The said town chose John Wadsworth Clerk for said day, and Edward Arnold Esq Moderator, and Abraham Samson and Joseph Weston petty Jury men to serve at the next inferior Court

of Common pleas, to be holden at Plymouth, and said town voted to have two school masters to serve half a year, one school master to serve one end of said town, and the other to serve at the other end of said town, except the Northerly end of said town agrees to have two school masters among themselves for one quarter of a year, instead of one school master for half a year above mentioned, and it is voted that the select men shall take care of Jane Delanoe, and to improve or sell or prudentially dispose of her estate, to the best advantage of the town and herself.

1735/6. Feb. 16. Record 5. Page 12.

At a town meeting in Duxborrough Feb. 16th, Anno 1735/6 Edward Arnold Esq was chosen Moderator, and the town also chose Grand and petty Jury men.

A vote was asked or called for of the said town, viz, whether they would act or vote any thing relating to Mr. Robinson's salary, and the vote passed in the Negative.

1735/6. Mch 1. Record 5. Page 12.

At this town meeting—only town officers were chosen.

1736. April 5.

At this town meeting Grand and petty Jury men were chosen.

1736. May 10. Record No. 5. Page 13.

At a town meeting in Duxborrough upon the 10th day of May Anno Domini 1736— The town chose Colonel Alden their representative to serve at the General Court for the year ensuing. The town also promised John Delanoe Fifteen pounds to maintain Mary Cole one whole year, to be reckoned from the 5th day of March last passed, and from thence one year ensuing, and said Delanoe accepted. And a vote of said town was asked, whether they would order the money which was raised by vote the last year for Mr. Robinson, should be paid to him, he giving a receipt for what he shall receive, and the vote passed in the Negative.

1736. Aug. 9. Record No. 5. Page 16.

At a Town meeting in Duxborrough, upon the 9th day of August Anno Domini 1736. The town made choice of Edward Arnold Esq. Moderator for the said day, and chose Lieut. James Arnold their agent in their behalf at the next Court of Quarter Sessions of the peace, to be holden at Plymouth, to answer unto the remonstrance, or complaint, of the Rev. Mr. Robinson against the said town for their not paying him his salary in full, according to their promise, for some time past, and also voted that Ten pounds should be paid out of said town's Treasury to the said James Arnold to enable him to manage his Agency relating to the premises, and if the said Ten pounds be more than may be necessary about the said premises, the overplus to be returned into the said treasury again. The said town also chose three agents to procure them a school master for the present year, viz, Edward Arnold Esq, Mr. Joshua Soule and Mr. Samuel Alden. Said town also chose four men, viz, Mr. Nathaniel Samson, Mr. Thomas Phillips, Mr. George Partridge and Mr. Isaac Simons Jr, to take care, and order the children and young people in said town and restrain them from unbecoming carriage, and from making any disturbance in the meeting house in the time of worship, or in the interim between, the forenoon and afternoon exercises on the Sabbath day. The said Town also voted and ordered a rate should be made consisting of £174 12s 5d to defray the said town's charges.

(particulars follow)

1736-7. Mch 14. Record No. 5. Page 17.

At a town meeting in Duxborrough upon the 14th day of March Anno Domini 1736–7. The said town chose Edward Arnold Esq. Moderator for the said day, and also chose town officers.

At this meeting chose five men as their agents, viz, Edward Arnold Esq, Colonel John Alden, Mr. Joshua Soule, Mr. Samuel Weston and John Wadsworth, to treat with the Rev. Mr. John Robinson

about the matter relating to his salary, which hath been lately controverted at Court viz, about agreeing and making up that matter about which there is an appeal depending to' be tried at the next Superior Court at Plymouth, and to make a report of their doings therein at the next town meeting. The said town also at the said meeting did by their vote, give their school house to Ebenezer Warmal, the said town also at this meeting, made choice of Justice Arnold and Mr. Thomas Loring to clear the Mill brook and Island Creek brook in the said town, and to make the said brooks more convenient and passable for the going up and coming down of the herring, and to bring an account of their doings therein, the first opportunity at some town meeting which may be in said town. At this town meeting the said town voted, that there shall be paid out of said town's treasury to any and all persons, Three pence for each and every Crow-bill Black bird that shall be killed at any place or places, within the said town (except the salt house marsh or Beach,) at any time between the present time and the last day of May next, to any and every person that may kill any such bird or birds, and also Three pence for each and every Blue bird of that sort which usually destroy Indian corn, which may be killed as above said between this and the last day of October next, to be paid as above said, and in the same manner. Also Six pence for every Crow that may be killed. At this town meeting the said town voted to address the General Court, by a petition, in order to a regulation of fowling in and about the Salt bay in Duxborrough, by reason that for a want of prudent care concerning the matter, the wild fowl have almost forsaken the bay.

1737. April 12. Record No. 5. Page 18.

At a Town meeting in Duxborrough upon the 12th day of April Anno Domini 1737. The said town chose Mr. Benjamin Alden and Mr. Caleb Samson Grand jury men, and Mr. Samuel Sprague and Christopher Wadsworth petty Jurors, and to serve

at the next Superior Court at Plymouth. Said town also chose Edward Arnold Esq. Moderator for the said day. At this town meeting a vote was asked of the said town, whether they would take up with a proposal and offer of the Rev. Mr. John Robinson in his treatment with the Agents of the said town concerning the controversy between him and the said town, concerning his salary and his giving a receipt in full, and the vote passed in the Negative, and where as the said town at their meeting upon the 3d day of March Anno Domini 1734/5 Agreed with Deacon Alden to take the care of Mary Cole, and to give her a suitable maintainance one year for the sum of Fifteen Pounds, but the said Deacon Alden not having fulfilled the said year in caring for and maintaining the said Mary Cole, the said town vote that he should be paid only for so much time as he had taken the care of her as above said, and whereas Mr. Joseph Freeman took the care of said Mary Cole the remaining part of the year wherein Deacon Alden should have done according to agreement, but did not, the said town voted, that said Joseph Freeman should be paid for what he did relating to the premises, after the same rate that they agreed with Deacon Alden for, viz, at Fifteen Pounds a year. But this last vote for paying to Mr. Joseph Freeman anything for what he did relating to the maintainance of Mary Cole, Edward Arnold Esq. absolutely protested against, and desired that his protest might be entered, which was done accordingly.

1737. May 16. Record No. 5.

At a town meeting in Duxborrough upon the 16th day of May Anno Domini 1737.

The town chose Colonel John Alden then Representative to serve at the General Court at Boston for the year ensuing, the town also chose jury men.

1737. June 2. Vol. a. Page 139.

Where as that there was a Church meeting in, and by the Church of Christ in Duxborrough on the second day of June 1737, and then the Rev. Mr. John Robinson their pastor, declared that if the town

and Church would give him a dismission from his Pastoral office from among them, that he would accept of it, and at a town meeting in Duxborrough Aug. 3d 1737, the town voted to accept the above said Mr. Robinson's above said proposal.

1737. Aug. 3. Record No. 5. Page 18.

At a town meeting in Duxborrough upon the 3d day of August Anno Domini 1737. The said town chose Edward Arnold Esq Moderator for the said day, and voted a rate to be made to discharge and pay the said town's charges. At this town meeting said town agreed with Deacon Alden to keep Mary Cole Eight months from this day at the rate of Fifteen Pounds a year, and at this town meeting, Samuel Alden, Joshua Soule, Phillip Delanoe, Phillip Chanler, John Wadsworth and Samuel Chanler enter their protest against the said town's proceeding any further in their contention with Mr. Robinson in the law about his salary, and against their paying any further charge that may come thereby. Also at this town meeting the said town chose Justice Arnold, Lieut Arnold, Ensign Bradford, Samuel Sprague and Moses Soule, Agents in the said town's behalf, to endeavor to agree with Mr. Robinson, and then the Moderator adjourned the town meeting to next Monday at four o'clock in the afternoon.

1737. Aug. 8. Record No. 5. Page 19.

At a Town Meeting in Duxborrough upon the 8th day of Aug. Anno Domini 1737, which was continued by adjournment from the 3d day of August above said. The town voted to Mr. Robinson the sum of £120 in paper money for his salary for the present year, and it was put to a vote in said Town meeting, whether they would not give something more than the said £120, but the vote passed in the Negative. The said town also voted that 10 pounds more should be raised by said town to pay for killing of birds, and mending the glass windows of the meeting house, and other contingent charges.

At this meeting Josiah Warmal entered his protest against ever paying any more toward the maintainance of Mr. Robinson in the work of the ministry of this town.

1737. Sept. 1. At a town meeting in Duxborrough—
The town chose petty jury men.

1737. Dec. 5. Record No. 5. Page 19. At a Town Meeting in Duxborrough upon the 5th day of December Anno Domini 1737, The town chose Edward Arnold Esq. Moderator for the said day, and then the vote of the said town was asked whether the said town would do any thing in order to make up the difference between the said town, and the Rev. Mr. Robinson relating to his salary, and to prevent the execution that lyeth against the said town about the same, and the vote passed in the Negative. And then the said town voted that they would pay the Rev. Mr. John Robinson the full of his execution against the said town, and also this present years salary in case the Rev. Mr. John Robinson will then peacably and quietly leave off the work of the ministry in said town, and then a copy of the last vote was sent by Mr. Gamaliel Bradford by said town as their Agent to the said Mr. Robinson and desired an answer from him, who returned his answer viz. Dux^b December 5th 1737. In answer to the above vote, I promise to comply therewith if the town will make my salary for the current year £170, and the whole forthwith paid, and then the Church will give me a dismission. John Robinson, December 5th above said. In answer to the Rev. Mr. Robinson's proposal the said town have voted to pay Mr. Robinson all his execution with £170 for the present year, if the Church will give him his dismission from his pastoral office from among them.

At this town meeting the said town by their vote, ordered the late Treasurer, Mr. Phillip Delanoe, to pay to the present Town Treasurer, all the money

belonging to the said town that remain in his hands, to be kept by the present Treasurer for the town's use, until further ordered by said town. And also ordered the select men to make up accounts on the said town's behalf with the late treasurer, and also chose three Agents to procure a school master for said town, and the said Agents which the said town chose, were, Gamaliel Bradford, Lieut James Arnold, and Mr. James Thomas. And then the said town adjourned their meeting to Friday the 16th of Dec. instant at 12 of the clock.

1737. Dec. 16. Record No. 5. Page 19.

At a Town Meeting in Duxborrough upon the 16th day of December, Anno Dom 1737, continued by adjournement from the 5th day of Dec. instant. The said town chose Mr. Phillip Delanoe, Moderator for the said day.

And whereas, upon the 5th day of Dec. instant, at the town meeting, a vote of the said town was asked, whether the said town would do any thing in order to make up the difference between the said town, and the Rev. Mr. Robinson relating to his salary, and to prevent an execution that lay against the said town about the same, and the vote then passed in the Negative. At the town meeting adjourned to the above 16th day of Dec. instant, the said town reconsidered the said vote, and voted that they would comply with the judgment of the Court relating to the Rev. Mr. Robinson's salary, and satisfy the above said execution, and prevent it from being served upon the said town, by paying to the Rev. Mr. John Robinson, without further trouble, the sum of Four hundred and Twelve pounds, Ten shillings and Six pence as soon as they can, and also the present year's salary, and will endeavour a regular performance of this their engagement.

At this town meeting, the town chose two Agents, viz, Mr. Thomas Southworth and Mr. Pelatiah West, to treat with the Rev. Mr. Robinson about his salary for the present year 1737, as to the quantum, and

desire him that he would oblige the town by his Pulpit labours the next Sabbath, as formerly, and the said town ordered that the select men should assess the said town the sum * * * *
* * * * * * * * * *
relating to the afore said execution, and the present years salary. The said town also chose John Wadsworth their agent to answer in their behalf at the next Court of Quarter Sessions, to be held at Plymouth, relating to the said town's presentment for not being provided with a grammar school. At this town meeting Benjamin Southworth protested against all the said town's votes and actings at said meeting, and desired said protest to be here entered.

1737/8.
Mch 1.
Record
No. 5.
Page 20.

At a Town Meeting in Duxborrough upon the 1st day of March—Anno Domini 1737/38.
The town chose town officers.

1737-38.
Mch 22.
Record
No. 5.
Page 20.

At a town meeting in Duxborrough upon the 22d of March Anno Domini 1737–38.
The town chose Edward Arnold Esq. Moderator for said day, and then a vote was asked of said town, whether the said town would order a rate to be made consisting of Two hundred and two pounds, Ten shillings and Six pence, being in full to satisfy the Rev. John Robinson on all accounts till the begining of this present year, and the vote passed in the Negative, and then the town was asked for a vote of One hundred and twenty pounds on the same account, but that vote also passed in the Negative. And then the town voted to choose and send a Committee to agree with Mr. Robinson, provided the said town could agree upon the power and directions intended to be given to the said Committee concerning the premises.

1738.
April 10.

At a Town Meeting in Duxborrough upon the 10tq day of April Anno Domini 1738. The town chose Grand and petty jurymen.

May 15. The town chose Colonel John Alden, representative at the next General Court.

1738. July 5. Record 5. Page 20. At a Town meeting in Duxburrough upon the 5th day of July Anno Domini 1738, The said town chose Edward Arnold Esq, moderator for the said day, The said town also chose Mr. Thomas Loring, Deacon Alden, and Lieut. Bradford Agents to desire Mr. Robinson to send his answer to said town, viz, whether he reckoned himself dismissed from his pastoral relations to this church and town, And the said Agents returned with this answer, from Mr. Robinson viz That he did not look upon himself as the minister of Duxborrough, but that he was dismissed by a result of an Ecclesiastical Council and he said he would be no hinderance to them in procuring another minister. At this town meeting the town by their vote accepted, and also voted Samuel Weston to be their constable in the stead of John Chanler, for the remaining part of this year, and he accepted and promised to serve. The town also chose Deacon Alden their agent to procure a minister to preach the Gospel to the inhabitants of the said town, and he accepted and promised not to be chargable to the town on that account.

1738. Aug. 7. Record No. 5. Page 22. At a Town Meeting in Duxborrough upon the 7th day of August Anno Domini 1738. The said town chose Edward Arnold Esq, moderator for said day, Said town also voted to give Mr. Samuel Veazie an invitation to preach the Gospel in said Town to the inhabitants thereof, for the term of half a year next ensuing, and chose Deacon Alden their Agent to treat with him concerning his acceptance, and said town voted to the said Mr. Samuel Veazie Seventy pounds in satisfaction for his pulpit laborers for the above said term of half a year, and for one month last past, And also voted that a rate should be made for to defray the said towns charges.

(Items follow)

At the above said meeting said town chose three Agents, viz, Justice Arnold, Col. Alden, and Lieu^{t}. Bradford on the said towns account, to make up all accounts with the Rev. John Robinson, and make a settlement thereof from the beging of the world to this day, and then the said town adjourned their meeting until the 21st of August, instant, at three o'clock in the afternoon.

Aug 21. At a town Meeting in Duxborrough Aug 21st Anno Domini 1738 continued by adjourment from August 7th, instant. The town voted to pay to

Col. Alden for his time, trouble and charges about surveying and laying out five hundred acres of land formerly granted the said town,	£20 00 00
And to Deacon Alden for timber and plank to mend highways,	00 19 00
And keeping Mary Cole about Eight month,	10 00 00
To Col. Alden, Justice Arnold & John Wadsworth eight shillings each for making up accounts with the Treasurer,	1 04 00
	£32 03^{s} 00^{d}

And then a vote was asked, and called for, whether the said town would have any thing put into the rate now ordered, to be made, towards paying what was due to the Rev. Mr. John Robinson, and the vote passed in the negative. Petty jurors were then chosen, also the town hired out the common meadow which was improved by Mr. Robinson for £16 05^{s} 00^{d}.

1738. Sept. 25. Record. No. 5. Page 23. At a Town Meeting in Duxborrough upon the 25th day of September Anno Domini 1738. The said town made choice of Edward Arnold Esq, Moderator for the said day. And the said town voted to give the Rev. Mr. Robison the sum of £293. 7. 6 provided that the said Mr. Robinson will give the town a discharge from all demands on the said town

from time past to this day, and give the town and Church a discharge from his pastoral work in this place.

At this town meeting the said town chose Edward Arnold Esq, Colonel John Alden and Capt Gamaliel Bradford, their agents to agree with, and make up all accounts with the Rev. Mr. Robinson, including the parsonage lands, and all other things what so ever, providing that he the said Mr. Robinson, will join with the town and church in proceeding in calling an Ecclesiastical Council to dismiss him, the said Mr. Robinson from his pastoral relations to the church and town, provided the said council doth dismiss the said Mr. Robinson from his said pastoral office in said church and town, then the said town votes to stand and ratify this their committee's agreement with the Rev. Mr. Robinson, and then the said town adjourned their meeting to the 3d day of October next 1738, reconsidered the above vote.

1738. Sept. 25. Vol. a. Page 306.

At a town meeting in Duxborrough Oct 3d A. D. 1738, by an adjournment from Sept. 25th 1738. The said town voted that they would not have any thing to do with the Rev. Mr. Robinson as their Ecclesiastical Minister or Pastor in said town, and further, that the said town will not pay the said Mr. Robinson any salary ever since he left off the work of the Ministry and preaching the Gospel in said town, declaring solmnly that he was not the Minister of Duxborrough, and that the said town might proceed to get another Minister to supply the Pulpit he would be nothing against it, And then the said town voted they would join with the Church in procuring an Ecclesiastical Council to dismiss Mr. Robinson from his pastoral office in the said town, And then the said town adjourned the meeting unto Tuesday the tenth day of October. instant, at two of the clock afternoon.

1738. Oct. 10. Record. No. 5. Page 23.

At a Town Meeting held in Duxborrough October the 10th Anno Domini 1738, continued by adjournment from Oct. 3d instant. The said town voted that an Ecclesiastical Council should be invited and desired to be sent by some of the neighboring churches to this town to dismiss the Rev. Mr. Robinson from the work of the ministry or pastoral office in the above said town, the said Council to consist of the Elders of five churches viz one Elder from each church, and also two delegates with each Elder from each of the said five churches, Also said town chose a committee viz, Capt. James Arnold, Mr. Thomas Prince, Capt. Gamaliel Bradford, Mr. William Brewster and Mr. Benjamin Arnold, to address or apply themselves to any of the said neighboring churches which they, the said committee shall see cause, or think most proper, in order to procure a Council as above said, also to appoint the time and place when and where the said Council shall sit, and provide all things necessary and suitable for their entertainment, and then the said town adjourned their meeting to the 19th of October, instant, at one of the clock.

Oct. 19. Record No. 5. Page 23.

At a Town Meeting in Duxborrough October the 19th, A. D. 1738, continued by adjournment from October the 10th inst. The town voted that Mr. Robinson should be forwarned or forbidden from cutting upon, or carrying off, any wood that is already cut, from the said town's land in Duxborrough, lying near the fresh marshes, sometime called the parsonage land, and the said town chose Deacon Alden and George Partridge their agents to forewarn the said Mr. Robinson as above said, and give him notice of the above vote.

At this town meeting the said town voted that the Moderator should keep the key of the Meeting house until the time the said meeting shall adjourn unto. The meeting then adjourned unto next Wednesday at 9 o'clock A. M.

1738. Oct. 25. Record No. 5. Page 23.

At a Town Meeting in Duxborrough upon the 25th day of October, Anno Domini 1738, by adjournment from Oct. 19th inst the said town met in the forenoon and adjourned their meeting to three of the clock after noon, and then they met again and voted that the town pay the Rev. Mr. Robinson, the whole of the execution he hath against the said town of Duxborrough, and pay him for the Sabbaths he hath preached since the judgment of the Superior Court passed April 1737, after the rate of £170 pr annum, to pay him in old tenor upon his dismission from the work of the ministry among us, and we the said town of Duxborrough voted at the same meeting to join with the said Mr. Robinson in sending forth letters to five Churches, desiring their assistance in granting him a regular dismission or separation from the work of the Gospel ministry amongst us according to his desire. The town voted that five Agents, viz, Capt. James Arnold, Mr. Thomas Prince, Capt. Gamaliel Bradford, William Brewster and Mr. Benj Alden should sign the afore said letters with Mr. Robinson, and then chose Edward Arnold Esq. and Deacon Alden to give Mr. Robinson Bonds for the money due him from the town, and then adjourned their meeting to Friday come fortnight, at 12 of the clock.

1738. Nov. 11. Record No. 5. Page 24.

At a town meeting in Duxborrough November 11th Anno Domini 1738 continued by adjournment, the said town voted to pay to Edward Arnold Esq and Deacon Benjamin Alden the sum of Three hundred and Thirteen pounds with lawful interest for the same, at or before the Eleventh day of February next ensuing. The town also voted, that a rate should be made to raise the said sum of £313.

Received of Edward Arnold Esq and Benjamin Alden Gent, Agents for the town of Duxborrough, Four hundred and Twelve pounds Ten shillings and Six pence, in full for the discharge of an execution

issued out, agreeable to a judgment of the Court of assize held at Plymouth &c on the Tuesday immediately preceeding the last Tuesday of April 1737, and I do hereby discharge the said judgment. And I have also received of the said Edward Arnold and Benjamin Alden the sum of three hundred and thirteen pounds in full for my salary as Pastor of the said town to the day of the date hereof, and I do hereby discharge the said town from any claim or demand whatso ever preceeding this date. As witness my hand and seal this the Eleventh day of November Anno Domini 1738.

JOHN ROBINSON. (s)

Signed Sealed and dl'd in presence of

DAVID CLAP.

BARNABAS SHURTLEFF.

1738. Dec. 9. Record No. 5. Page 24.

At a Town Meeting in Duxborrough upon the 9th day of December Anno Domini 1738, The said town chose Edward Arnold Esq Moderator for the said day, and chose Nathaniel Cole and Ephriam Norcult petty jurors to serve at the next inferior Court at Plymouth, and also by their vote signified their desire that Mr. Samuel Veazie would be helpful to them in supplying the Pulpit in said town until the six months be fulfilled which they had some time since had some treatment with him about, and upon same terms which were at that time proposed, and that the said Mr. Veazie be informed of the said town's vote, by some messenger, the said town also voted to pay to Edward Arnold Esq. the sum of Six pounds and two shillings, it being in full for his trouble and charge in satisfying the sheriffs fees about an execution which the Rev. Mr. Robinson of late brought against said town, and also by a vote chose Mr. Joshua Delano their Agent in said town's behalf to take the best advice he can to prosecute in the law, either the said Mr. Robinson or Mr. James Warren, Sheriff of the County of Plymouth, for the

recovery of the said mentioned Six pounds and two shillings, the said town supposing the same to be unjustified or unlawfully taken from them, The said Agent not to proceed in the law about the premises until he hath made report concerning the advice he hath received.

1738-9.
Mch. 1.
Record.
No. 5.
Page 24.

At a Town Meeting in Duxborrough, upon the first day of March Anno Domini 1738-9. The Town chose the town officers for the year ensuing.

1738-9.
Mch. 19.
Record 5.
Page 25.

At a Town Meeting in Duxborrough upon the 19th day of March, Anno Domini 1738-9, said town chose Edward Arnold Esq, Moderator for said day, and then said town voted to give Mr. Samuel Veazie a call, or invitation to settle in this town in the work of the Ministry after he hath had the approbation of the neighboring ministers, agreeable to the vote of the church upon the 26th day of February last past, and by their vote, chose Colonel Alden, William Brewster and John Chanler, Agents to inform the said Mr. Veazie of the said town's proceedings relating to the premises, also to treat him and take his answer concerning his settlement as above said.

1739.
April 10.
Record
No. 5.
Page 25.

At a Town Meeting in Duxborrough upon the 10th day of April Anno Domini 1739. Said town chose Edward Arnold Esq, Moderator for said day, and then the town voted to buy a parsonage to be for the use of the said town, in order to accommodate their Minister or Ministers, which may settle in said town in the work of the Ministry. The said town also voted and chose three Agents to procure the said parsonage, and make a report to the said town at their next meeting, upon what terms a parsonage may be had, in order that the said town may either allow and confirm or disallow of the said Agents proceedings relating to the premises. At this town meeting the said town voted to Mr. Samuel Veazie

Fifty pounds in bills of credit of the province of Massachusetts Bay in New England, of the new tenor, for one year's service in the work of the Ministry, next ensuing if he the said Mr. Veazie shall accept thereof and fulfill the work of the Ministry in the said town for a whole year from hence next ensuing as above said, exclusive of the salt meadow which hath of late been allowed towards the support of the Ministry. The above said Agents which the said town made choice of to procure a parsonage as above said, were, Capt. James Arnold, Capt. Gamaliel Bradford and Mr. William Brewster. The town also chose Colonel Alden, Deacon Alden, John Chanler, William Brewster and John Wadsworth, Agents to inform Mr. Samuel Veazie of said town's votes relating to his settlement in said town in the work of the Ministry, but John Wadsworth not accepting, said town chose Ichabod Wadsworth to be their Agent in his stead and then the town adjourned their meeting until the first day of May next, at three of the clock in the afternoon.

1739. May 1. Record No. 5. Page 25.

At a Town Meeting in Duxborrough, upon the 1st day of May Anno Domini 1739. Said meeting being continued by an adjournment from the 10th day of April last, at said meeting a vote was asked of the town whether they would buy Seth Bartletts farm for a parsonage, but the vote passed in the negative, and then a vote was asked of the town whether they would purchase John Turner's farm for a parsonage, but the vote passed in the negative, And then the town voted to give a sum of money to Mr. Samuel Veazie, in order to his settlement in said town in the work of the ministry, and then the said town voted to give to Mr. Samuel Veazie, Four hundred pounds towards his settlement here, Two hundred pounds to be paid him this present year and Two hundred pounds next year.

1739. May 1. Record No. 5. Page 26.

At a Town Meeting in Duxborrough upon the 1st day of May Anno Domini 1739, said town chose Samuel Weston Moderator for said day, and then the said town chose three Agents to be a committee, viz, Samuel Sprague, Moses Soule, and Joshua Delanoe to call upon the trustees which the said town formerly empowered in their behalf for letting out their part of the Fifty thousand Pounds and Sixty thousand Pounds of loan money, some time since emitted by the Province of Massachusetts Bay, to bring the account in relating to the management of that affair, viz, their letting out and receiving in the above loan money, or any part thereof to the above said Samuel Sprague, Moses Soule and Joshua Delanoe, Agents as above said, which said Agents are to give in the said accounts to the said town at their next Town Meeting, which will be for the choice of a Representative.

1739. May 14. Record No. 5. Page 26.

At a town meeting in Duxborrough upon the 14th day of May Anno Domini 1739. Said town made choice of Benjamin Alden, Moderator for said day, and then the said town chose Edward Arnold Esq, their Agent to answer their presentment at the next Court of Quarter Sessions at Plymouth, for not keeping in good repair the bridge over the North river in Pembrook, and also chose Capt. Gamaliel Bradford their factor to take care that the said bridge is mended and repaired.

1739. May 22. Record No. 5. Page 26.

At a Town Meeting in Duxborrough, upon the 22d day of May Anno Domini 1739. The said town chose Samuel Weston Moderator for said day for all town business except choosing of a representative, and then the said town voted that there should be paid out of their treasury Twenty Shillings for every Wild Cat that should be killed within the said town the ensuing year, besides, what is allowed out of the Province. At this town meeting Moses Soule, Samuel Sprague and Joshua Delanoe, as Agents for the said town, brought into the said town the ac-

counts which they had received of the trustees, which the said town had formerly employed to let out their part of loan money, and then, the said town chose Colonel John Alden their representative to serve at the General Court for the year ensuing.

1739. July 16. Record No. 5. Page 26.

At a town meeting in Duxborrough, upon the 16th day of July Anno Domini 1739. The said town chose Edward Arnold Esq. Moderator for said day, and then the town proceeded to adjust the town's charges, and debts for the present year amounting to £343 14s 7d.

Particulars follow—

At this town meeting The town chose three Agents, viz, Capt Gamaliel Bradford, Mr. John Chanler and Mr. Samuel Weston a Committee to join with a Committee, which the Church may appoint to treat with Mr. Samuel Veazie about his ordination into office in this Church and town. viz, about the time and place or places of entertainment, and what else may be requisite about the said ordination, The town having by their vote agreed to fall in with the said Church in their late vote concerning the above mentioned ordination.

1739. Oct. 3. Record No. 5. Page 27.

At a town meeting in Duxborrough, upon the 3d day of October, Anno Domini 1739. Continued by an adjournment from Sept. the 10th, 1739. The said town voted to pay to Mr. Joshua Brewster the sum of Twenty Six pounds and Fifteen shillings in full for entertainment of two Councils, for the dismission of Mr. Robinson from the work of the ministry in this town. The said town also voted to pay to John Wadsworth the sum of Thirty Pounds in part for entertainment of an ecclesiastical Council for the ordination of the Rev. Mr. Samuel Veazie into the office of a Pastor over this Church and town. The said town also voted that the select men of this town should put the above mentioned and voted money, into the rate next made by them for defraying the

charges arising within said town. Said town also voted that their select men should take the care of supporting Mary Cole for one year next ensuing.

I, the subscriber do now declare that I never will lay any claim or challenge any right to any Parsonage before this day voted in Duxborrough, and that, with reference to the Four hundred Pounds settlement voted me in case I settle in the work of the ministry in Duxborrough, I understood that to be Four hundred Pounds in bills of the old tenor. As Witness my hand—

SAMUEL VEAZIE.

Duxborrough Oct. 30th 1739.

1739. Nov. 30. Record No. 5. Page 27.

At a Town Meeting in Duxborrough November 30th Anno Dom 1739. The town chose Mr. Edward Arnold Moderator for said day, and then the town chose Isaac Peterson and Nathaniel Fish petty Jurors, to serve at the next Inferior Court of Common pleas at Plymouth, and voted that the select men should take the care of Jane Delanoe the next Winter, and also voted, that Jonathan Delanoe should take care of the Parsonage land to prevent the wasting or cutting or carrying off the wood belonging to the said land, and to prosecute any that have trespassed, or shall trespass thereon, and then a vote was asked of the said town viz. whether they would choose a representative to serve the said town in the stead of Colonel John Alden, dec, but the vote passed in the Negative.

1739. Dec. 31. Record No. 5. Page 27.

At a Town Meeting in Duxborrough upon the 31st day of December Anno Domini 1739. The said town chose Capt Gamaliel Bradford Moderator for the said day, and then the town chose Moses Soule, Joshua Delanoe and Samuel Sprague, Trustees in room of Mr. John Partridge, Capt John Alden and Mr. Thomas Fish, who were all chosen by the said town of Duxborrough, at their meeting bearing date the 20th day of October A. D. 1721, as of the town's

records may appear, Trustees to take out of the Treasury the town's proportion of Fifty thousand Pounds ordered the last year then preceeding, by the General Court to be emitted, and ordered that the said money, viz, the said town's proportion of the said Fifty thousand Pounds, should be hired out at Five Pounds pr cent to such persons as should give sufficient security for the same &c—and the said town vested the said Moses Soule, Joshua Delanoe and Sam[1] Sprague with power and authority as the said John Partridge, Capt Alden and Thomas Fish formerly had, to act in the behalf of said Town in calling in what money yet remains due to the said town of their proportion of the said Fifty thousand Pounds, with Interest thereof, of all persons that hired any part of the said money, and to prosecute in the law all that shall refuse to pay in their respective parts of what is due from them of the said Fifty thousand Pounds, to the afore said Moses Soule, Joshua Delanoe and Sam[1] Sprague Trustees as above said. The said town also chose Isaac Partridge and Ezra Arnold, officers, to take care that the law of this Province relating to Deer, be observed and kept.

1739-40.
Record
No. 5.
Page 28.

At a town meeting in Duxborrough on the 3[d] day of March Anno Domini 1739–40.

The town chose all the town officers.

1740.
May 3.
Record
No. 5.
Page 28.

At a Town Meeting in Duxborrough upon the 3[d] day of May Anno Domini 1740, The said town chose Capt. Gamaliel Bradford Moderator for said day, and also chose Seth Bartlet petit Juror to serve in the next Inferior Court and Quarter Sessions of the peace, to be holden at Plymouth. The town also chose John Wadsworth their Agent, and invested with their full power demand, and receive an account from the Trustee's chosen by the said town May 16th Anno Dom 1728 to take out, and let out

upon good security the said town's proportion of the Sixty thousand pounds of loan money then last emitted by the General Court of this Province for the use of the said town, in order that the said money may be paid in to the said Province Treasury, that so the said town may be freed from any charge or trouble relating to the premises, and likewise to make up accounts with the Trustees chosen by the said town December 31st Anno Domini 1739, in room of John Partridge, Capt. Alden and Thomas Fish chosen by the said town October the 20th Anno Dom 1721, to let out the said towns proportion of Fifty thousand pounds loan money formerly emitted by the said General Court, and their management of the trust reposed in them relating to that affair. And also to enquire about the disposition of the money paid by some particular persons in some years past, to excuse them from serving as constables of the persons that received it, viz. whether it be disposed of to the use which by law is directed and appointed, and if it be not, to recure it for the order of the said town, and the said town also chose Israel Silvester to take care that the repairations of the church, be made and done.

At this meeting the said town voted that their stock of Ammunition, which by law is required, should be procured, and desired Capt. Gamaliel Bradford would take care that it be done, and that the said town should pay the charge of it.

1740. Aug. 25. Record No. 5. Page 29.

At a Town meeting in Duxborrough, upon the 25th day of August, Anno Domini 1740. The Town chose Capt Gamaliel Bradford moderator for said day. The town also adjusted the said town's rate for the present year, to defray the town's charges, amounting to £538 13s 02d—particulars follow—

At the above said Meeting a vote was asked of the said town whether they would raise money to satisfy an execution which Ephriam Norcut had

against said town, but the vote passed in the negative.

The town also voted that the select men should take the care of Jane Delanoe. The town also voted that Joseph Simons should improve their salt meadow this year, he allowing the town one half of the hay when it was stacked, and voted that Robert Stanford should take care of the town's part of the salt hay, and dispose of it for the said town's use. The said town also granted to Benjamin Prior Jr. four acres of land, but not exeeeding that, contiguous to the farm where on he now dwelleth on the Northerly by Westerly side of the road that comes from the meeting house, and authorised the select men to lay it out to him at said Prior's charge, and also authorized and empowered the select men on the said town's account, to make up all accounts with all Trustees formerly employed about letting out and calling in the said town's part of all loan money formerly emitted by the General Court of this Province, and with all other persons indebted to the said town, and to recover and receive of them for the use of said town, what they are indebted to the said town.

At this town meeting the said town voted an abatement out of the rate bills committed to Samuel Weston to collect, as constable, the last year, the sum of Twelve Pounds Ten Shillings and Six pence, viz, £4, 10 6 on account of John Delanoe, dec, and £4 8^{s}, 4^{d} on account of John Douglas, dec, and £1, 15, 6 on account of Saml Alden Jr. and Saml Partridge, both removed out of this town.

1740/41. Jany 20. Record No. 5. Page 32.

At a Town Meeting in Duxborrough, upon the 20th day of January, Anno Domini 1740/41.

The town chose Capt Gamaliel Bradford Moderator for said day, and chose Moses Soule Grand Jury man for the year ensuing, the said town also chose Amariah Delanoe and Samuel Sprague, petit jurors to serve at the next Inferior Court at Plymouth.

The said town also voted that their school should be kept in course as to the quarterly placing of it, to go round with the sun, as it has been kept ever since the said town were provided with a grammar school till two full years were completed and expired, and then to begin in that part of the town that they ordered it should first be kept, when the said town divided themselves into four parts concerning their school.

1740-41. Mch 23. Record No. 5. Page 32.

At a Town Meeting in Duxborrough, upon the 23d day of March, Anno Dom 1740–1. The town chose Capt. Gamaliel Bradford Moderator for said day, and after electing town officers for the ensuing year, The town voted that the Manufactory bills of credit that are now passing among many people in this Province, shall pass as sufficient payment to defray all town charges that may arise within this town the year ensuing.

May 18. 1741.

At this town meeting, Town officers and jury men were chosen.

June 29.

Gamaliel Bradford was chosen Representative to serve at the next General Court in Boston.

1741. June 29. Record No. 5. Page 33.

Duxborrough, June 29th, Anno Domini 1741.

Where as, sundry of the inhabitants of the town of Duxborrough have signified to us the subscribers, select men of the town of Duxborrough, that there is necessity of a high way to be laid out across the South river at or near the Saw mill dam, which belonged to Deacon Alden, late of Duxborrough, dec, and have desired us to lay out said high way, we therefore have laid out a high way across said South river, as the said high way formerly went right over where the said Dam did formerly stand.

John Wadsworth.
Gamaliel Bradford.
Saml Weston.

1741. Aug. 17. Record No. 5. Page 33.

At a Town Meeting in Duxborrough upon the 17th day of August Anno Domini 1741 — The town chose Capt Gamaliel Bradford moderator for said day. The town then chose petit jurors, for the Superior Court.

The town also adjusted said town's charges, and ordered a rate to be made for the present year, amounting to £290 17s 01d — particulars follow —

The said town also voted that the assessors in making the above said rate, if they see reason, may make said rate something more than the above said — but not exceeding Twenty Pounds.

At the above said Town Meeting The said town of Duxborrough hired out their Common salt meadow to William Brewster Jr. for the ensuing year, viz, the grass and sedge now standing and growing upon said meadow, for Seventeen Pounds and 12 shillings, the said town having first voted to hire out the said meadow to the highest bidder, the said town before they hired out their meadow, as above said, voted to sell the said salt meadow, but they again reconsidered that vote. At this town meeting the town voted that the said town should continue to stand divided into four parts or quarters, according to a former vote of the said town, as of said town records may appear, relating to the keeping of their school, for the term of Twenty years next ensuing. They also voted that the inhabitants of each of the said quarters respectively, should provide house room for the said school master, while he keeps the school in their respective quarters, also that the said school shall be a free school for the whole town, for any of the said inhabitants to send their children into any of the above mentioned quarters where the school may be kept.

The town also voted an abatement in the rates made Anno Dom 1740, to several persons herein after mentioned.

1742. April 5. Record No. 5.

At a town meeting held in Duxborrough upon the 5th day of April A. D. 1742.

The town chose Mr. Samuel Sprague Moderator, and then made choice of Grand and petit Jury men.

1742. May 17. R 5. Page 35.

At a town meeting in Duxborrough upon the 17th day of May Anno Domini 1742. The town chose Capt. Gamaliel Bradford their representative to serve at the General Court at Boston, for the year ensuing. They also chose petit Jurors, and also chose Mr. Saml Seabury their Agent to procure a School master.

1742. Dec. 6. R 5. Page 35.

At a Town meeting in Duxborrough upon the 6th day of December, Anno Domini 1742. The said town chose Mr. Samuel Weston Moderator for said day, and chose David Alden an Blanie Phillips petit Jurors to serve at the next Inferior Court at Plymouth. The said town also chose Joshua Delanoe their Agent to shingle the Meeting house on the back side, as soon as he can, and the said town to pay the charge. The said town also, by their vote, gave to the Rev. Mr. Samuel Veazie all the wood standing upon their Common land commonly called Ministerial lot, lying at a place some times called fresh marshes or Wyburns boggs. They also voted to supply Hannah Wormal with three cords of wood.

1742-3. Feb. 14.

A Town Meeting to choose Grand and petit Jurors at the next Inferior Court at Plymouth.

Mch 8.

A Town Meeting to make choice of Town officers.

1742. Aug. 2. R No 5. Page 36.

At a Town Meeting in Duxborrough upon the 2d day of August Anno Domini 1742. The town chose Peleg Wadsworth their clerk for said day, and also chose Capt Gamaliel Bradford, moderator for said day. The town then proceeded to adjust the Town's debts and charges for the present year amounting to £293, 10s. 2.

The town also voted that the select men should make a rate not exceeding Ten Pounds, to defray charges which may arise. The town also voted that David Alden should improve the town's salt meadow marsh this present year, paying for the rent or hire thereof Eighteen pounds and Five shillings at the years end. The true intent is, that all the above mentioned charges are all to be paid in the old tenor. The town also voted that Moses Simons should ditch the town's meadow, and bring in his bill to said town.

The town also voted and chose two Agents, viz. Capt Gamaliel Bradford and Mr. Sam[l] Seabury to go down to the Eastward to see about the land the General Court granted for the town towards the support of a grammer school, and gave them power to sell the land if they saw fit, if not to take some proper care about it, and make a report to town what they shall act about it.

1743. Aug. 9 & Sept. 7. R N° 5. Page 37.

At the Town meeting in Duxborrough upon the 7th day of Aug. Anno Domini 1743, and Sept. 7th, 1743 The town adjusted the rates for town charges amounting to £348. 8s. 9d. Particulars given —

Also at the above said Town Meeting Sept. 7th, The town voted to sell their school land at Lohegan, for Seven hundred and Fifty pounds old tenor, and voted that Capt. Bradford be Agent to sell the said school lands, and have full power to make conveyance of it, and voted that Samuel Seabury be Agent to provide a School master for them for the year ensuing.

1743. Oct. 6. R N° 5. Page 38.

Duxborrough October the 6th Anno 1743.

The said town voted Capt Gamaliel Bradford Moderator, and Jonathan Peterson Clerk for the said day, and voted to give Thirty Pounds old tenor to Mr. Joseph Freeman to maintain Mary Cole the year ensuing, and twenty eight pounds old tenor to Mr. Phillip Delanoe for boarding Jane Delanoe the

year ensuing, and said Phillip Delanoe is to be accountable to the town for said Jane's work if she doeth any, and voted that the select men should provide for Hannah Wormall for the year ensuing.

1743. Mch 1. R N° 5. Page 38.

At a town meeting in Duxborrough, upon the 1st day of March Anno Domini 1743/4.

The town chose Town officers—and also voted to authorize Capt Gamaliel Bradford to sell their land granted them by the General Court, to enable them to support a grammer school, at any price at his best judgment and discretion, for the good and benefit of the said town, and where as in the warrant for holding the aforesaid town meeting, this paragraph was inserted, viz, You are also to notify the said town meeting to take care that their meeting house be shingled on the North side, a vote was asked of the said town, whether they would do any thing relating to the said paragraph, and the vote passed in the Negative.

1744. May 21. Page 40.

At a Town Meeting in Duxborrough, on the 21st day of May Anno Domini 1744.

The town chose Capt Gamaliel Bradford their representative, to serve at the General Court at Boston for the year ensuing.

1744. Oct. 8. R N° 5. Page 42.

At a Town Meeting in Duxborrough upon the 8th day of October Anno Domini 1744 The said town chose Capt Gamaliel Bradford, Moderator for said day, and proceeded to adjust their charges to the said day, and ordered that their select men should make a rate to pay the said charges amounting to £328. 13s. 07d.

And voted that their select men should make a rate to pay the above charges, and something more, but not exceeding Ten pounds.

1744/5. Feb. 18. R. No. 5. Page 42.

At a Town Meeting held upon the 18th day of February 1744-5. The town chose Grand and petit Jurors for the year ensuing.

1744–5. Mch. 18. R. No. 5. Page 42.

At a Town Meeting in Duxborrough upon the 18th day of March Anno Domini 1744-5. The town chose Mr. Sam[l] Weston moderator for the said day, and then proceeded to choose town officers. The town then proceeded about some other business inserted in the warrant for calling the about said meeting, And first about building a New Meeting house, and a vote was asked by the said town, viz, whether they would act any thing relating there unto, and the vote passed in the affirmative, and then the town voted to choose some persons to take care of their meeting house, to keep out of it itinerant preachers, but that matter not being finished, the said Town adjourned the above meeting until the third Monday in May next, at two of the clock in the afternoon.

1745. May 20. R. No. 5. Page 43.

At a Town meeting in Duxborrough upon the 20th day of May Anno Domini 1745, which was continued by adjournment from the 18th day of March aforesaid. The town spent much time in considering the matters and things contained in the warrant for holding their meeting, held on the 18th of March aforesaid, the business whereof not being wholly finished at that time, but the said town finding much difficulty and having had a long debate about the above said business brought nothing to a vote, but still continued the adjournment of the above said meeting until the first Monday in July next, at one of the clock in the afternoon.

1745. May 20.

The town chose Capt. Gamaliel Bradford, their representative to serve at the next General Court at Boston.

1745. July 1. R. No. 5. Page 43.

At a Town Meeting in Duxborrough upon the 1st day of July Anno Domini 1745, it being continued by adjournment from the 20th day of May last past, a vote of the said town was asked viz, whether or no they would reconsider their vote passed by the said

town upon the 18th day of March last past, about building a New Meeting house, and said town voted a reconsideration of their former vote.

July 1. At a Town Meeting in Duxborrough upon the 1st day of July Anno Domini 1745 To adust the said town's debts and raise money to defray the same.

The town voted to the Rev. Mr. Veazie money to be paid him after the rate of £150 a year from the Eighth day of April last, to the 1st of July instant, and then a vote was asked of the said town whether they would vote him any thing more than what was voted as above said, but the voted passed in the negative.

1745–46. Meh. 24, R. N° 5. Page 45. At a Town Meeting in Duxborrough upon the 24 day of March A. D. 1745. The Town chose the several Town Officers.

1746. May 19. The Town chose Capt. Gamaliel Bradford Representative to the General Court at Boston.

June 30. The Town chose Grand Jurors to the Superior Court at Plymouth.

1745–6. Aug. 18. R. N° 5. Page 45. At a Town Meeting in Duxborrough upon the 18th day of August. The said town adjusted the town debts, and ordered a rate to be made to pay and discharge the same, with some other business concerning the said town, the charges amt'ed to £179. 18s. 7d.

At the above Town Meeting Aug. 19th, 1746, the said town chose Capt. Bradford, Moderator, for said day, and ordered the select men to make a rate to pay the above charges, and something over, but not over Ten pounds, and the above said charges to be paid in paper money in the old tenor. The town also voted their select men should prosecute in the law the town of Marshfield, for their neglecting to run the line between the Towns of Duxborrough and

Marshfield. The town also hired out their common Salt meadow to John Hunt for this year, for Forty five Pounds, paper money in the old tenor.

1746-7. Feb. 19. R N° 5. Page 46.

Duxborrough Feb 19th 1746–7 Then Balanced all accounts with Phillip Delano, Treasurer of the said town, and the balance was in favor of the Town the sum of £74 5s 4d old tenor, exclusive of a note of John Hunt, which he hath in his hands, for the sum of £45 old tenor, which was given for rent of said town's meadow for the past year.

GAMALIEL BRADFORD
SAM[l] SEABURY
Select men.

PHILLIP DELANOE, *Town Treasurer.*

1746-7. Mch 2. R N° 5. Page 46.

At a Town Meeting in Duxborrough upon the 2nd day of March, Anno Domini 1746–7. The said Town chose Capt. Gamaliel Bradford, Moderator for said day. The said town also chose John Wadsworth Town Clerk for the year ensuing. The town also chose the several town officers. At this town meeting the said town voted that the select men should draw money out of the Treasury to pay their part of the County tax last ordered by the Quarter Sessions of the County of Plymouth to be made to defray the said County's charges, and desired the select men to sort the names they brought to be put into the Jury box, and put them into their proper places.

1747. May 18. R N° 5. Page 47.

At a Town Meeting in Duxborrough upon the 18th day of May, Anno Domini 1747. The said town chose Capt. Gamaliel Bradford their Representative to serve at the General Court at Boston the year ensuing, and then the said town chose Capt. Gamaliel Bradford, Moderator for said day for town business. At this Town meeting a vote was asked of the said Town, whether they would grant that any money should be raised for the support of the Rev.

Mr. Samuel Veazie in the work of the ministry, and the vote passed in the Negative.

And at this town meeting the said Town voted that Mr. Moses Simons should take special care that all obstructions shall forthwith be removed on Southworth's Mill river, and convenient passage opened, so that alewives may run into the Mill pond, also to keep all persons from catching any of the said fish, on Mondays, Tuesday and Saturday in each respective week until the 10th of next June.

1747. Aug. 11. R N° 5. Page 48.

At a Town Meeting in Duxborrough, upon the 11th day of Aug. Anno Domini 1747. The said Town chose Mr. Sam[l] Weston, Moderator for said day, and the said town by their vote, hired out their Common Salt meadow, to Capt. Samuel Alden for this year for Fifty Pounds in money in the Old tenor. And there was a paragraph in the warrant for holding the above said Town Meeting, to notify the people to take some care of the poor in the said town, but the said town waved that matter, and acted nothing about it. The town then chose Capt. Samuel Alden their Agent to procure a School master for said town for a year ensuing, the said year to begin at the end of the year in which Mr. Joshua Loring was said town's Agent on the like occasion.

1747. Nov. 2. R N° 5. Page 49.

At a Town Meeting in Duxborrough upon the 2[d] day of November Anno Domini 1747.

The said Town chose Gamaliel Bradford Esq. Moderator for the said day. And the town chose two Agents to make answer to the complaint exhibited against the said town, by the Rev. Mr. Veazie to be heard before the Justices of our Court of General Sessions of the place at Plymouth, on the third Tuesday of December next, and the said Agents that were chosen were, Major Gamaliel Bradford, and Capt Samuel Alden. And then the town proceeded to adjust and settle the said town's debts and charges, Amt to

At the above said town meeting the said town voted, that the assessors should make a rate, and pay and discharge the sum total of all and every of the above written particulars to each of the persons and uses above mentioned, all to be paid in the Old tenor, and the said Assessors in making the said rate, if they shall see it easier to bring out the sum total of their list, may make their rate some small matter bigger than the above said Articles comes to, but not exceeding Ten pounds, and also to agree with Joseph Freeman to keep Mary Cole one year, next ensuing, for Thirty five pounds including in said year so much time as he hath already kept her, and is not yet paid for it. At this town meeting the town voted that their select men might draw out of the town's treasury £19, 18^{s} 00—in money of Old T, to discharge an execution which Marshfield have against this town.

1747. Nov. 30. R. N° 5. Page 49.

At a Town Meeting in Duxborrough upon the 30th day of November Anno Domini 1747. The Town chose Major Gamaliel Bradford, Moderator for said day, also chose Mr. Samuel Seabury to answer the said town's presentment at the next Quarter Sessions of the peace, for not keeping in repair Barstow's Bridge over the North river, and also to take care with the Agents of the neighboring towns, to rebuild or repair said bridge.

1747–8. Jany. 25. Vol. a. Page 211.

At a Towns Meeting of the Freeholders and other inhabitants of the town of Duxborrough, duly qualified and lawfully warned in public town meeting assembled at the meeting house in Duxborrough the 25th 1747-8. After several times reading the advice the Justices of the Court at Plymouth gave the Rev. Mr. Veazie, and the town's agent, at their session in December last, relating to Mr. Veazie's complaint, and the difference now subsisting between Minister and people, and a considerable debate thereon, the question was put, whether they would

accept of the said advice, and it was passed in the affirmative. They also voted that they would accept those Gents nominated by Mr. Veazie and the town's Agents viz, the Rev. Mr. Eells of Scituate, the Rev. Mr. Bass of Hanover, the Rev. Mr. Anger of Bridgewater, and Elijah Cushing and Thomas Foster Esq^{rs}, to come and adise, and assist in the affair, Gamaliel Bradford Esq. Moderator, upon the 30th day of January post maridion, Mr. Samuel Seabury brought to me the above written to be recorded, and told me the above said Gamaliel Bradford, Moderator, sent it by him because he had not time to come himself, and according to order, it is here recorded

by me,

JOHN WADSWORTH,

Town Clerk.

PROPRIETORS OF THE COMMON LANDS.

1747. Sept. 28. pamphlet. B. No page.

At a meeting of the proprietors of the common lands in the Second division of the Commons which belonged to the Towns of Duxborrough and Pembrook, held in Duxborrough upon the 28th day of September Anno Domini 1747. The said proprietors chose Major Gamaliel Bradford Moderator, and then proceeded to chose a committee of three men, viz, Edward Arnold Esq, Capt. Nehemiah Cushing and Mr. Joshua Soule, to receive the claims and pretended rights of any person that have not had any land laid out to them in the above said division, and take notice how they make out their claims, and make report of their doings relating to the premises to the above said proprietors at their next meeting, and also to take a view of the several pieces of land which belong to the above said division, that have not been yet lotted out, and pass their judgement upon them severally, as to their quantity and value, and make a report of their doings therein to the above said proprietors, at their next meeting, and then the said proprietors adjourned their meeting to the last Monday in November next, at Eleven of the clock in the forenoon at Duxborrough above said.

Recorded by

John Wadsworth,

Clerk.

At the above said proprietors meeting the said proprietors voted that the common or proprietors lands in the Township of Duxborrough, lying be-

tween the land of Benjamin Prior, Christopher Wadsworth, Moses Soule, George Partridge, the Town's land the land of Benjamin Prior Jr, and the land of Thomas Boneys heirs, which for many years past hath been improved, to set a meeting house on, a Burying place, Training field, High ways and setting a pound on, shall lay, remain and be for the uses afore said forever, and what pieces of common lands the said town of Duxborrough hath exchanged to accommodate and lay the same regular, be and hereby is ratified and confirmed—and that the commons or proprietor's lands adjoining to the Meeting house in the Easterly point of the town of Pembrook lying between the lands of Mr. Daniel Lewis, Isaac Tubbs, Isaac Crooker and Thomas Burton which has for many years past been improved, to set a Meeting house on, Burying place, Training field, high ways, and setting a pound on, shall lay, remain, and be for the uses afore said, forever and that what pieces of Commons lands of said town of Pembrook have exchanged, to accommodate and lay the same regular, be and hereby is ratified and confirmed.

September 28th Anno Domini 1747.

Recorded

pr

JOHN WADSWORTH

Proprietors Clerk.

1747. Nov. 30. pamphlet B. Page 22.

November 30th Anno Domini 1747. At a meeting of the Proprietors of the common lands in the Second division of the Commons which belonged to the Towns of Duxborrow and Pembrook, held in Duxborrough, the said meeting being continued by an adjournment from the 28th day of September last past, at which time the said proprietors chose a committee of three men viz. Edward Arnold Esq. Capt. Nehemiah Cushing and Mr. Joshua Soule, to receive the claims and pretended rights of any persons which have not had any land laid out to them

in the above said division, and take notice how they make out their claim, and make a report of their doings relating to the premises, to the above said proprietors at their next meeting, accordingly the said Committee gave in the report above mentioned to the said proprietors at the above said meeting on the above said 30th day of November, which said report is as follows viz.

We the subscribers, being chosen by the proprietors of the common and undivided lands in Duxborrough and Pembrook, to hear the claims of any persons have to any of the said lands, and to make a report thereof to the said proprietors, and having appointed a time, accordingly there appeared two persons viz, John Southworth and Joseph Chanler, and after a full hearing thereof, and due consideration thereon, do make our report as followeth viz.

That their claims are insufficient.

1747. Nov. 30. pamphlet B. Page 23.

And also to make inquiry for such pieces of lands and meadow as are not yet disposed of, and to make a report to the said proprietors, and having made search thereof do find the following pieces of lands viz. About 5 acres of land lying by Green's Harbor brook, and a small piece of land adjoining to the land of John Magfarland, and a small piece adjoining to the lands of Barnabas Ford, and 80 acres of land lying by the South river forge, and about 5 acres of land adjoining to the lands of Jonathan Peterson, and about 15 acres of Salt Marsh lying upon the Mili river, and little Wood Island, and a small piece of land lying between the lands of Caleb Samson James Thomas and Benjamin Southworth, and a small piece of land adjoining the lands of Mr. Burton, and about 30 acres of land at the head of Miles Standish's farm.

Edward Arnold.
Joshua Soule.
Nehemiah Cushing.

At the above said meeting of the proprietors the 30th day of November Anno Domini 1747 relating to the claims of John Southworth and Joseph Chanler to land within the said propriety, the above said committee after a full hearing, report that their claims are insufficient, and a vote was asked of the said proprietors viz, whether they would act relating to their claims, and the vote passed in the negative, not judging their claims sufficient.

The afore said proprietors Meeting November 30th was adjourned to the Second Monday of March next ensuing, at Ten of the clock.

1747–8. Jany. 25. R. No 3. Page 50.

At a Town meeting in Duxborrough upon the 25th day of January Anno Domini 1747–8. The said town chose Major Bradford, Moderator for said day. The town then voted that their select men should draw out of the said town's Treasury, money sufficient to pay their County tax for this year, and then the Moderator proclaimed the above meeting dissolved.

April 15.

The Town met to chose Grand Jury men.

1747-8. Mch Pamphlet. Page 24.

At a meeting of the Proprietors of the Common lands in the Second division which belonged to the Towns of Duxborrough and Pembrook, held in Duxborrough the Second Monday in March, Anno Dom 1747–8, said meeting being continued by adjournment from Nov 30th A. D. 1747. At this meeting the Committee which the proprietors had authorised to sell several parcels of land which belonged to them, brought an account of several parcels of land which they had sold, which account is as followeth viz,

To Ezra Arnold a small parcel lying contiguous to the farm he now dwelleth upon, for £5 and the said Committee is to give said Arnold on a deed of Quit claim. Item, to Capt Nehemiah Cushing a small piece of land lying near Thomas Burtons, for

£6. To Robert Stanford a piece of land lying near Reuben Peterson's, for £25, 10^{s}. Also a small piece of land to Barnabas Ford for 16^{s}. Also a parcel of land to John Magfarland for £10 an acre, the whole comes to £34. Also about 80 acres of land lying near South river, sold to Peleg Sprague and ——— for £250 old tenor. Also sold to Joshua Soule two acres of land near the forge on South river for £10 10^{s}. Total sum £346. 10^{s}. 00.

The said account was accepted, voted and allowed by the said Proprietors, who voted that the said Committee should give deeds to those that they sold land to as above said. The Committee also brought the account of their time spent, and money expended, about the above said affair, the sum total of which account is £26. 9^{s}. 4^{d} which said account was allowed and accepted by said Proprietors. Also the said Proprietors voted to Mr. Samuel Weston 20 shillings for his services about their vendue, and also voted the little Wood Island should be sold to James Glass for £8 in Old tenor, and also paid to John Wadsworth £8 in money in full for his services done the Proprietors in the place of Proprietors Clerk, to this day, and also voted that all the money paid in, or that remains to be paid for lands sold, or any other payments relating to the premises, should be reckoned paper money in the Old tenor.

At the above said Proprietors meeting, Daniel Lewis Esq protested against the selling any of the said Proprietors undivided Commons, and desired that his protest may be here in entered, which it is.

At the above meeting the said Proprietors chose a Committee of three men viz Daniel Lewis Esq of Pembrook above said, Mr. Samuel Seabury and Mr. Samuel Weston, both of Duxborrough afore said, to take an account of the claims of all persons who claim any right in the salt meadows belonging to the proprietors of the second division of the Commons which belonged to the Towns of Duxborrough and Pembrook, in order to make out their qualifications

to vote in the said Proprietors meetings viz to make out their rights in the undivided part of the said Commons, and the said Committee to bring the account of their proceedings relating to the premises to the said Proprietors at their next meeting, which will be on the Second Tuesday of May next, at ten of the clock in the forenoon, and at Pembrook in their old meeting house.

To the Proprietors of the Town of Duxborrough and that part of Pembrook that was formerly Duxborrough, in the Proprietors meeting, assembled, at the memorial of Isaac Pierce now of Eastham in the County of Barnstable, formerly of Duxbury afore said, humbly shows that at the time of agreeing upon the East division made of the Common lands belonging to said Towns, he was qualified according to vote to have drawn a lot, both in age, and being a town born child, but it so happened there was no lot of any kind assigned him, although he ought to have had several. Therefore he prays that you would now make him just and equal relations for the same &c March the 13th A. D. 1747.

DANIEL LEWIS,

Attorney for said Pierce.

The prayer of the above said Pierce mentioned in the above said memorial was negatived by said Proprietors.

To the Proprietors of the Town of Duxborrough —

Where as, my honored father Mr. Benjamin Chanler, late of Duxborrough in the County of Plymouth, deceased, died seized of considerable real estate in the town of Duxborrough, and after his death, to wit on the third Tuesday of March A. D. 1691/2, the County Court then holden at Plymouth, the four sons which my father left behind him, two fifth parts to the eldest of said sons, and one fifth part to each of the other sons as appears by the records of the said Court, and by virtue of said set-

tlement I became seised of one fifth part of said inheritance, and the freehold thereof, was actually in me, and continued so until the 30th of January A D 1709, and whereas on the said 30th of January, there was a town meeting held in Duxborrough when, and where, after the 40 acre division was voted it was also voted that all the rest of the upland and meadow land which should remain after the division afore said in the towns Commons, should be equally divided to all freeholders in said town, as appears by the records of said town, notwithstanding, I have never had any benefit in the said divisions, though I apprehend that I have, and then had, good right to a share therein, and as there is yet Common land belonging to said town, I desire that I may still have my right, and that the Proprietors would take this my memorial in consideration, and order the same accordingly. March 1st 1747.

JOSEPH CHANLER.

March 14 A D 1747/8. The above said Memorial was read to the said Proprietors, and a vote called viz whether they would allow to the said Joseph Chanler any right or share in the above mentioned Common lands, and the vote passed in the Negative.

At the above said meeting Daniel Lewis Esq made a motion to the Proprietors, about Phillip Lathley viz whether they would allow him any right in the above said undivided Commons, but a vote passed in the Negative, and then the said Proprietors adjourned their meeting to the second Tuesday in May next ensuing, at Ten of the clock in the forenoon, said meeting to be held at Pembrook in the Old meeting house.

pr

JOHN WADSWORTH,

Proprietors Clerk.

At a meeting of the Proprietors of the second division of the Common lands which belonged to the

Towns of Duxborrough and Pembrook, held at Duxborrough by an adjournment from the 28th day of September last past, the said Proprietors chose a Committee of three men, viz. Edward Arnold Esq, Nehemiah Cushing and Mr. Joshua Soule to receive claims, and pretended rights of any persons which have not had any lands laid out to them in the said division, and to make report of their doings relating to the premises to the Proprietors at their next meeting, and accordingly the said Committee gave in their above said report to the said Proprietors at their meeting upon the 30th day of November A D 1747 as of record appears, at which said meeting the said Proprietors voted that their afore said Committee should sell or dispose of several parcels of land and give Deeds in behalf of the said Proprietors to the several persons who have purchased, or may purchase any part of the lands mentioned in the above said report of the said Committee, excepting the salt meadow, also excepting about 30 acres of land lying at the head of Miles Standish's farm, which the said Proprietors thought not proper to act anything about, and also some lands which John Southworth and Joseph Chanler claimed whose claim the said Proprietors judged insufficient.

Recorded — pr

JOHN WADSWORTH, *Clerk.*

1748. May 10. Pamphlet. Page 28.

At a meeting of the Proprietors of the second division of the Common lands which belonged to the towns of Duxborrough and Pembrook, held in Duxborrough by an adjournment from the second Monday in March last past, upon the 10th day of May A. D. 1748.

The Proprietors upon the said second Monday in March, having chose a Committee of three men viz Daniel Lewis Esq, of Pembrook, Mr. Samuel Seabury and Mr. Samuel Weston, both of Duxborrough, to take an account of the claims of all persons who claim any right in the salt meadow belonging to said

Proprietors of the second division of the said Commons, in order to make out their qualifications to vote in the said Proprietors meetings, viz to make out their rights in the undivided part of the said Commons, and the said Committee to bring the account of their proceedings relating to the premises to the said Proprietors at their next meeting, appointed to be on the second Tuesday of May next ensuing.

Pursuant to the vote of the above said proprietors, we the subscribers, being the committee above mentioned have drawn a list of the voters belonging to the said propriety, which said list of said voters is as followeth,

RIGHTS.

John Wadsworth	4	Thom Delanoe heirs	1
Joshua Soule	12	Benjamin Peterson	1
Elisha Wadsworth	1	Benjamin Prior	1
Proprietors of the farm of Thomas Boney	1	Peleg Wiswale	1
		Thomas Prince	1
Joseph Delanoe	1	Miles Standish	1
Farm of Thom Loring	2	Joseph & Joshua Brewster	1
Gamaliel Bradford	1	William Brewster	1
Joseph Freeman	1	Isreal Selvester	1
James Partridge	1	Robert Stanford	2
Saml Seabury	1	John Samson	3
Christopher Wadsworth	2	Saml Sprague	1
Benjn Wadsworth	1	John Sprague	1
Ebenezer Samson	1	John & Abijah Sprague	1
Abraham Samson	2	Jonathan Delanoe	1
Farm of Benjn Bartlet	1	Nathaniel Samson	1
Heirs of Wm Bartlett	1	Josiah Soule	1
Phillip Delano	2	John Peterson's heirs	1
Thomas Hunt	1½	Isaac Petersons heirs	1
Joseph Chanler Senor heirs	1	Ebenezer Bartlet	1
John Chanler	1	Joseph Bartlet	1
Joseph Chanler Jr heirs	1	Joseph Stockbridge	1
James Glass	1	Farm of Francis Barker	1

Moses Soule	1	Josiah Barkers heirs	1
Benj Alden's heirs	2	Elisha Barkers heirs	1
Samuel Alden	1	John Boneys heirs	1
Nathaniel Brewster	1	Tim Rogers heirs	1
Nath[l] Cole Sen heirs	1	Timothy Stetson	1
Jabez Cole	1	Morace & Jacob Tubbs for Joseph Tubbs right	1
Ephriam Cole	1		
Isaac Partridge	1	Farm of Joseph Rogers	1
Sam[l] Weston	2	John Bishop	1
Sam[l] Delanoe 3[d] heirs	1	Farm of James Bishop	1
Ebenezer Fish	1	Farm Nehemiah Randal lives upon	1
Caleb Samson	1		
David Samson	1	Tho[m] Lambert's Jr heirs	1
James Thomas	1	Sam[l] Jacobs for Sam[l] Barkers right	1
Sam[l] West	1		
Pelatiah West	1	Hudson Bishop	1
Farm of Henry Clark	1	Isaac Oldham	1
John Weston's heirs	1	John Russel	1
Joseph Bonneys heirs	1	Farm of John Magfarland	1
Josiah Wormal's heirs	1	Josiah Keins heirs	1
Edward Arnold	4	Isaac Kein for Josiah Kein Jr right	1
James Arnold	1		
Benjamin Prior Jr	1	Machen Keins heirs	1
George Partridge	1	Beriah Delanoe for Thomas Delanoe	1
Farm of Robert Barker Jr	1		
Ephriam Norcutt & Wife & Mercy Curtis for Ebenezer Boneys right	1	Joshua Chanler	1
		Benj Bartlet Jr heirs	1
		Joseph Soule	1
Sam[l] Delanoe's heirs	1	Sam[l] Alden Jr	1
Jonathan Alden	1	Tho[m] Southworth's heirs	1
Joshua Delanoe	1	John Southworth	2
W[m] Southworth	1	Benj[m] Southworth	1
Moses Simons	1	John Simons Jr heirs	1
Benjamin Simons	1	Isaac Simons	1
Joseph Simons	1	Joshua Simons	1
Samuel Barker	1	Sam[l] Chanler's heirs	1
John Chanler	1	Benjamin Chanler	2½
Benj Keins heirs	1	Lambert Despard heirs or assigns	1
John Saunders heirs	1		
Francis Rogers heirs	1	Farm of James Magoon	1

The heirs of Nathaniel Chamberland	1	Wm Tubbs Sen heirs	1
Farm of Abram Booth	1	Isaac Barker	2
Isaac Stetson	1	Josiah Kein for John Keins right	1
Isaac Tubbs for Thomas Parris right	1	Henry Joselin for James Boney's right	1
Thomas Burton for Abm Pierce Jr right	1	Isaac Crooker for Isaac Parris right	1
Thomas Pierce	1	Aaron Soule Jr	3
Isaac Hatch for Josiah Holmes	1	David Magoon for Elias Magoon	1
Benoni Delanoe	1	Eben Wormals heirs	1
Benj Brewster	1		

Dated May 9th Anno Domini 1748.

pr

Saml Weston.

Saml Seabury.

Daniel Lewis Jr.

May 10. At the above said Proprietors Meeting May 10th 1748 a vote was asked of the said proprietors, viz, whether they would sell their Common undivided meadow, but the vote passed in the negative. Then a vote was asked of the said proprietors viz whether they would divide their said common meadows, and the said proprietors voted that their common meadow should be divided in the following manner, viz. That their common meadow so called, lying within the Township of Duxborrough, at a place called Rouses point belonging to the proprietors of the said town of Duxborrough be divided, and that part of Pembrook that was formerly Duxborrough, be divided to and among the said proprietors according to a list of said proprietors laid before the said proprietors this day, which list contains 168 shares to be divided in the following manner, viz. Said Meadow into three parts and that also the rights or proprietors, be divided into three parts, each part to consist of 56 rights or shares and to be so marked as will best suit the respective proprie-

tors, and then some indifferent person to draw lots for them, which said number of partners shall have each lot, and that Daniel Lewis Jr Samuel Seabury and Samuel Weston be, and hereby are, chosen and appointed a committee fully authorized to compleat said division as aforesaid.

At the above Meeting an account of a small piece of land lying in Pembrook and part of the said proprietors commons which is not yet disposed of, which said small piece of land the said proprietors authorized their former committee for selling their land, viz Edward Arnold Esq Capt Nehemiah Cushing and Mr. Joshua Soule to sell the said small piece of land, and give a deed or quit claim for it and no other, and then the said proprietors adjourned their meeting till the first Monday in June next, said meeting to be then held in Duxborrow Meeting house at Ten of the clock.

1747–8. Mch 21. Record No. 5. Page 50.

At a Town Meeting in Duxburrough March 21st Anno Domini 1747-8. The Town chose Major Bradford, Moderator for said day, and then proceeded to elect Town Officers. They also chose Samuel Weston, Phillip Delanoe and Deacon Arnold to view the highway in order to turn Green harbor brook in the Grist mill stream, and also view and make report of the highway over the South River near the house of Joseph Delanoe by the old dam, by next May meeting of the town, and chose Samuel Seabury, and voted he should draw money out of the Town treasury for to pay said Town's part of the charges in repairing Barstow's bridge, he being accountable to the town for the money. The town also voted to appropriate the money that the town had for the land that was sold at Souhegan to and for the use of a Grammar School in said town, and voted that Mr. Sam[l] Seabury and Samuel Weston give Major Bradford a proper receipt upon their receiving the money, that is, £750 old tenor, and voted that the above said Select men pay in the in-

terest of said money to the Treasurer, as they receive the money.

1748. May 12. Record No. 5. Page 52.

At a Town meeting in Duxborrough May 12th Anno Dom 1748, The said town chose Gamaliel Bradford Esq Moderator for the day, and also chose Gamaliel Bradford representative to serve at the next General Court at Boston the year ensuing, and Nathaniel Samson and Ebenezer Samson petit Jurors to serve at the next inferior Court at Plymouth, and a vote of the town whether or no, they would choose another Constable in room of Abraham Samson, dismissed by the Court, and it passed in the Negative. And voted Miles Standish should go and ask Mr. Sam[l] Veazie whether or no he would accommodate the matter, and agree with the town about a suit depending at Court next week, between himself and this town, and said Standish acquainted Mr. Veazie accordingly with said message, and Mr. Standish came to town meeting accordingly and told said town that he, Mr. Veazie was willing for to accommodate the matter, provided the Town and he could agree about it. And then the town chose Gamaliel Bradford Esq, Mr. Samuel Alden and Mr. Samuel Seabury, their agents for to Agree or accommodate the difference now subsisting between Mr. Veazie and said town. But if Mr. Veazie and the above said Agents should fail of agreeing or accommodating of the difference now subsisting as above said, that then the aforesaid Agents have full power from said town for to answer Mr. Veazie at Court. And said town voted that the high way over the South river be had or laid out over the old Saw Mill dam near the house of Joseph Delanoe, Isaac Partridge being obliged to make and maintain a good floom for term of Twenty years next coming, for the stream to pass through, and voted that the owners of the Grist Mill viz Mr. John Southworth, Mr. George Partridge, Mr. Joshua Delanoe and Dr. Eleazer Harlow, shall turn Green harbor brook from the bridge at the

going over in the side of the high way to the land of Phillip Delanoe's, provided said owners shall keep good the way from any damage it may thereby sustain.

1748. June 6. Record No. 5. Page 52.

At a Town meeting in Duxborrough June 6th 1748, The Town chose Mr. Sam[l] Seabury Moderator for said day and chose Grand and petit Jury men. A vote was asked the town whether or no they would give up their right in the Common Meadows to the Proprietors, and the vote passed in the Negative.

And also voted to hire out said Common meadow to the highest bidder in the said town, for the present year. Edward Arnold Esq and Deacon John Wadsworth protest against any of the votes about the said meadow, and the town have hired out their said Common Meadow to Edward Arnold Esq for Sixty Eight pounds the present year in Old tenor.

1748. June 6. Pamphlet B. Page 32.

At a meeting of the Proprietors of the second division of the Common land which belonged to the towns of Duxborrough and Pembrook, upon the 6th day of June Anno Domini 1748, The said Proprietors voted that their former Committee for selling land &c viz Edward Arnold Esq, Cap[t] Nehemiah Cushing and Mr. Joshua Soule, should pay to the said Proprietors whose names are in the list that was accepted by the said Proprietors at their last meeting at Pembrook, as voters among the said Proprietors, from which said 10th day of May the said meeting was adjourned to the first Monday in June, instant viz that the said Committee should pay to the said Proprietors each one their respective proportion in the money due, and coming to them by sale of the above said lands.

1747. Aug. 22. Pamphlet B. Page 33.

These are to give notice unto, and desire all the Freeholders and inhabitants within the town of Duxborrough that have any interest in the second division of the Common lands which formerly belonged to the townships of Duxborrough and

Pembrook, and are lying within the said townships, that they assemble and meet together at the Public Meeting house in Duxborrough on Monday the 28th day of September next, at eleven of the clock in the forenoon, then and there to act and do on the following articles as they shall then think proper.

First, to choose a Moderator.

Secondly, To see whether the Proprietors of the said lands will lay out lots in said lands to such Proprietors as had not lots laid out to them in the said division, if there be a sufficiency of land there for, or make them any other satisfaction in lieu thereof.

Thirdly, To lay out such pieces of Common land for Public uses as shall be thought necessary.

Fourthly, To choose a Committee to sell such pieces of land as the said Proprietors shall then think proper.

Fifthly, To act and do any other thing that the said Proprietors shall then think proper or necessary to be done.

pr

John Wadsworth,

Proprietors Clerk.

Duxborrough August the 22 A. D. 1747.

The above written is a copy of the notification or warrant for all the afore said Proprietors meeting, from September the 28th Anno Domini 1748, to June 6th in the same year.

Transcribed pr

John Wadsworth,

Prop Clerk.

1748. July 10. pamphlet. B. Page 34.

These are to give notice unto, and desire all the proprietors, freeholders and other inhabitants within the town of Duxborrough that have any interest in the second division of the common lands which formerly belonged to the towns of Duxborrough and Pembrook, and lying within said townships, that they assemble and meet together at the Public Meeting house in Duxborrough, on Monday the Eleventh of July next at Ten of the clock in the forenoon, then & there to act and do on the following articles and things herein after mentioned, as they shall think proper or needful Imprimis to choose a Moderator, and then to receive or accept of (if the said proprietors see cause) the report and return of the committee which they chose at their meeting at Pembrook on the 10th day of May last, viz Daniel Lewis, Jr Samuel Seabury and Samuel Weston to divide their Common Meadow into three parts, said meadow is lying in Duxborrough above said, at a place called Rouses point, and also that the said proprietors draw their lots or choose some indifferent person to draw their lots or parts in the said meadow for them, but if the said proprietors do not see cause to act any thing relating to their acceptance of the report of the said Committee, or drawing their lots in the said meadow, then the said proprietors to act and do any thing else that they shall see cause, in dividing, Selling, or disposing of their above said Meadow, and also to dispose of any other parcel of land belonging to the above said division viz Second division of their common lands (if any there be) not as yet disposed of, and also to take care to recover their part of the rents due to them for the hire of said meadow.

Dated in Duxborrough upon the 10th day of June A. D. 1748.

pr

JOHN WADSWORTH.

Proprietors Clerk.

The above written is a copy of the notification or warrant for holding the above mentioned proprietors meeting. Transcribed

pr

JOHN WADSWORTH,
Proprietors Clerk.

1748. July 11. At a meeting of the proprietors of the second division of Common land, which belonged to the towns of Duxborrough and Pembrook, at the Public Meeting House in Duxborrough upon Monday the 11th day of July Anno Domini 1748. The said proprietors chose Isaac Little Esq of Pembrook their Moderator, and then after some proposals about disposing or dividing their common meadow. a previous vote was asked of the said proprietors viz whether or no they would proceed on a division of their aforesaid Common Meadow, and the vote was passed in the affirmative, viz that they would proceed to make a division of the said meadow, but the day being so near spent that they, the said proprietors proceeded no farther at that time, but adjourned their meeting till that day fortnight coming viz, being the last Monday in July inst, being the 25th day of July aforesaid at ten of the clock in the forenoon.

The above written is recorded by

JOHN WADSWORTH,
Proprietors Clerk.

1748. July 25. pamphlet. B. Page 35. At a meeting of the proprietors of the Second division of the common lands which belonged to the towns of Duxborrough and Pembrook, at the Public Meeting house in Duxborrough upon the 25th day of July A. D. 1748 the said meeting being continued by adjournment from the 11th day of July, instant, a vote was asked of the said proprietors, viz whether they would proceed to a division of their Common meadow lying in Duxborrough above said, at a place called Rouses point, according to a vote of the

said proprietors at their meeting in Duxborrough above said upon the 11th day of July A. D. 1748, the above said vote of the said proprietors which was asked on the above said 25th day of July A. D. 1748 was as followeth, viz. Whether they the said proprietors would proceed to divide their above said Meadow into three parts, but the vote passed in the Negative.

The above written was recorded by

JOHN WADSWORTH,

P. Clerk.

At the above said Proprietors meeting July 25th A. D. 1748 Isaac Little Esq desired and demanded of said proprietors, that they would set off to him his right in the above mentioned Common Meadow, which is his two rights, or shares, also Edward Arnold Esq desired of the proprietors that they would set off, or divide to him all his rights or shares in the above mentioned.

1728. June 1. pamphlet. Page 36.

Know all persons whom it may concern, That the proprietors of the undivided lands in Pembrook and Duxborrough, have by their committee, sold and bounded out, two acres of their said land to Joshua Soule for the sum of £10 old tenor to them in hand paid by said Soule, said two acres are part of the forty fourth lot in their last division, and begins at the South East corner of said forty fourth lot, and runneth to the Westward of the line of said lot 16 poles to a stake and stones, in a line, and from thence it runneth to the Northward 20 poles to a stake and stones, and from thence the North end thereof is bounded to the Eastward by a squaring line with the South end down to Christopher Wadsworth late of Duxborrough's dec. swamp a little to the North on the Easterly side to the first mentioned corner of the said 44th lot of which it is a part.

June the 1st 1748.

EDWARD ARNOLD.
NEHEMIAH CUSHING.

June 1. Page 36. Know all men whom it may concern, That the proprietors of the undivided lands in Pembrook and Duxborrough, have by their committee sold, and bounded an half acre of land, be it more or less, lying in Pembrook, bounded by Thomas Burton's land, and by Joseph Fords Jr land, and by the highway that leads from Burtons to Hobamoks pond, with the fence on it, and all the privileges belonging to the same.

Signed by us as a committee
June 1st 1748.

EDWARD ARNOLD.
JOSHUA SOULE.

1748. Sept. 19. Record No. 5. Page 53. At a Town Meeting in Duxborrough, September 19th Anno Domini 1748, The Town chose Gamaliel Bradford Esq Moderator for said day, and likewise the said meeting was for to adjust the said Towns debts and to raise money to defray the same, and likewise ordered the select men forthwith to make a rate to raise money for to defray these debts and charges — Amounting to £335.01s.

Particulars follow.

At this meeting Town officers, and Jurors were chosen.

1748/9. Mch 1. Record No. 5. Page 54. At a Town meeting held in Duxborrough March 1st Anno Domini 1748/9. At said meeting they chose Gamaliel Bradford Esq Moderator for said day, and John Wadsworth, Town Clerk. The town also chose town officers. At this meeting a vote was asked whether they would pay Mr. Samuel Veazie his due, and the vote passed in the Negative.

1749. May 15. Record No. 5. At a Town meeting in Duxborrough May 15th 1749 said meeting chose Gamaliel Bradford Esq Moderator for said day, and the town chose Gamaliel Bradford their representative for the year ensuing.

The Town chose John Samson their agent to inform the Court to be holden at Plymouth on the

third Tuesday in May, instant, concerning an action of trespass that Edward Arnold dec. commenced against Capt Nehemiah Cushing of Pembrook, for mowing the Town's meadow, the year past.

1749. July 24. Record No. 5. Page 54.

At a Town Meeting held in Duxborrough July 24th 1749. Said Town chose Gamaliel Bradford Esq Moderator for said day, and said town hired out their meadow with all the grass that is now standing on it, to Robert Sampson for £125 in Old tenor bills of credit, for the present year, and said town chose Capt Samuel Alden for to prosecute any person or all persons, or agree with any person or all persons that has cut or carried away any grass, hay, or sedge, or shall hereafter presume to cut, or carry away any grass, hay or sedge off of the Town's salt meadow for the present year, as he shall think proper. At this town meeting Jurors were chosen.

1749. Aug. 16. Record No. 5. Page 55.

At a Town Meeting held in Duxborrough Aug 16, 1749. Said Town chose Gamaliel Bradford Esq Moderator for said day. The said meeting was for to adjust the town's debts, and to raise money to defray the same, and ordered the select men to forthwith to raise the money by making a rate amounting to £291.15^{s}.04^{d}.

And voted that Dr. Eleazer Harlow should draw out of the treasury £37.10^{s} in order to pay Mr. Isaac Bowls for keeping school one quarter of a year. And said town ordered, that Phillip Delanoe, John Samson, Benjamin Prior, Briggs Alden and John Wadsworth Jr all of them to go down to Mr. Veazie and discourse with him, to see whether or no he would leave the contentions and differences now subsisting between the Town and Mr. Veazie, to an Ecclesiastical Council, or referees, and to make their report to the Town accordingly of what he saith unto it, and then the Town adjourned their meeting to September next at, or on the 14th day, at 3 o'clock afternoon.

Sept. 14. At said Town Meeting held in Duxborrough, held by adjournment on the 14th day of September, and the Town chose Peleg Wadsworth, Clerk for the day and Gamaliel Bradford Esq Moderator.

The said Town chose Capt Samuel Alden, and Mr. Samuel Seabury and John Samson, a Committee to settle the difference now in controversy between the Rev. Mr. Samuel Veazie and said town, and gave them free power to act and do as they shall think proper, provided that Mr. Veazie will leave the work of the ministry in said town or else to call an Ecclesiastical Council to hear and determine what they shall think proper to be done about it.

1749/50. Feb. 19. A Town meeting in Duxborrough, upon the 19th Feb A D 1749/50. Sam[l] Seabury Moderator — To choose Jurors.

1749. Dec. 29. Pamphlet. Page 37. These are to give notice unto and desire all the freeholders and other inhabitants, and all the Proprietors within the Townships of Duxborrough and Pembrook, and any others who have any right or interest to or in a certain tract of Salt Meadow lying within the township of Duxborrough above said, in the County of Plymouth, commonly called, and known by the name of Rouses Point, which said Salt meadow is part of, and belonging unto the Second division of the Common lands which belonged to the above said towns of Duxborrough and Pembrook, That they assemble and meet together at the Public Meetin house in the first precinct in Pembrook above said, on Tuesday the 30th day of January next ensuing the date hereof, at 11 o'clock in the fore noon, then and there, to act, and do on the following articles and things herein after mentioned, viz 1st To choose a Moderator, and then, if the said Proprietors shall think it proper or needful, to make choice of some person or persons, to represent them as their Agent or Agents and authorise them with full power in behalf of the said Proprietors, to sue

the Town of Duxborrough, or any of the inhabitants thereof, or any others, in an action of trespass and ejectment or any other ways that they shall think proper, to recover of said town of Duxborrough, or any of the inhabitants there of or any others, the damage done by them or any of them to the said Proprietors, by mowing the above said Salt meadow, and carrying off the grass or hay which grew and was made thereon without leave or allowance from the above said Proprietors, and also the above said Agents to do anything needful where by the said Proprietors may each of them have their respective rights set off to them, and to be put into possession thereof. Dated December the 29th A D 1749.

pr

JOHN WADSWORTH,

Proprietors Clerk.

The above and what was written on the other leaf is the copy of the warrant for holding the Proprietors meeting there in mentioned.

49–50. Jany. 30. pamphlet. B. Page 38.

At a Meeting of the Proprietors of the second division of the Common lands which belonged to the Towns of Duxborrough and Pembrook held at Pembrook upon the 30th day of January A. D. 1749-50. The said proprietors chose Daniel Lewis Esq Moderator for said day, and then the said proprietors proceeded and chose Mr. Joshua Soule their agent to represent them, and authorized him with full power in the behalf of them, the said proprietors to sue the said town of Duxborrough, or any of the inhabitants thereof or any others, in an action of trespass or ejectment, or any other ways that they shall think proper, to recover of the said Town of Duxborrough or any of the inhabitants thereof or any others, the damages done by them or any of them, to the above said proprietors by mowing the above said salt meadow and carrying off the grass or hay which grew and was made thereon, without leave

or allowance from the said proprietors, and also any thing needful, whereby the said proprietors may each of them have their respective rights set off to them, and be put into possession thereof.

1749-50. Mch 5. Record No. 5. Page 56.

At a town meeting held in Duxborrough March 5th A. D. 1749–50. The town chose Major Bradford Moderator for the said Day, and proceeded to choose town officers.

The Town also voted to dismiss the Rev. Mr. Samuel Veazie from the work of the Ministry in said Town, and also chose Capt. Samuel Alden Mr. George Partridge and Samuel Seabury a committee to acquaint Mr. Veazie of his dismission, and that they have no further service for him to do as a Minister, and have fully empowered the afore said Committee to agree with Mr. Veazie relating to his past services as to his salary, either by themselves or by leaving the difference now subsisting, to such men as they, the said committee and Mr. Veazie shall choose relating to his salary. And the town accepted of the list of the Jurors made by the Select men as the law directs.

1750. May 14. Record. No. 5. Page 57.

At a Town meeting held in Duxborrough May 14th A. D. 1750. A vote was asked whether or no they would choose a Representative, and it passed in the Negative, And then they chose Gamaliel Bradford Esq Moderator for said day, an then said Town chose Capt Samuel Alden their agent to answer Mr. Joshua Soule at the next Court, in two actions which said Soule hath commenced against said town, or to agree with said Soule in the small action which said Soule demands of said Town for his service done about the late loan money, as he shall think proper. The town voted to pay the agents Capt Samuel Alden Mr. George Partridge and Saml Seabury what they agree to give the Rev. Mr. Saml Veazie upon

his dismission from the work of the Ministry in said town and church, with the charge of the council, which is £147. 02^{s}. 03^{d} lawful money, and ordered the assessors to raise the money when they shall think proper. They chose Gamaliel Bradford Esq, Mr. George Partridge and Mr. Saml Seabury a committee for the town to join with the church's committee in getting a suitable Minister to preach the Gospel in said town. And the said town voted to build a New Meeting house, and to make use of the old meeting house to the best advantage towards building the New one, and to have it so far finished as to be comfortable to meet in, by October in the year 1751. And said town voted to choose a Committee of three men out of the three neighboring towns, to see where the said Meeting house should stand, and the said committee chosen are Mr. Thomas Foster of Marshfield, Mr. John Boney of Pembrook, and Capt Robert Bradford of Kingston, and said town have left the whole affair with the afore said committee, to determine where the said New Meeting house shall stand, and said Town have chosen Deacon Arnold, Mr. George Partridge Mr. Isaac Partridge and Mr. Benjamin Loring, a committee to wait upon, or assist the above said committee upon this affair of building a New Meeting house, and the said town voted, that George Partridge and Joshua Loring should repair the old meeting house with lumber, and Glass, as they shall think proper till such time as said should be taken down. And said town made choice of George Partridge and Peleg Sprauge a committee to report to the next town meeting, how much they shall think proper to enlarge or build bigger the New Meeting house, than the old one was, and to see if anybody or people will build it bigger or larger at their own cost and charge for the room in it which it is enlarged or made bigger.

1750. June 6. Pamphlet B. Page 39.

Plymouth ss. To Joshua Soule of Duxborrough (s) in the County of Plymouth, yeoman, and one of the Proprietors of the Common lands which belonged to Duxborrough and Pembrook.

Where as application hath been made to me the subscriber, one of his Majesty's Justices of the peace for the County of Plymouth, by Joshua Soule Jonathan Peterson, James Arnold, William Southworth, and Ezra Arnold, all of Duxborrough in the County of Plymouth yeoman and Proprietors of the Common lands which belonged to the towns of Duxborrough and Pembrook, That I would grant out a warrant for calling a Proprietors meeting in the Town of Duxborrough, for to choose a Clerk. These are therefore in his Majesty's name to will, and require you, the above said Joshua Soule, forthwith to warn, and give notice to the Proprietors of the Common lands which belonged to Duxborrough and Pembrook, That they assemble themselves and meet together on Monday the Twenty fifth day of June, instant at one of the clock in the afternoon at the meeting house in the said Duxborrough, Then, and there, in the first place to make choice of a Moderator to govern the meeting, and Secondly, to make choice of a suitable person for a Proprietors Clerk in the room of John Wadsworth late of Duxborrough, deceased, to enter and record all votes and orders that from time to time shall be made and passed in the Proprietors meetings. Here of fail not. Given under my hand and seal the Sixth day of June, in the Twenty third year of his Majesty's reign.

Anno Domini 1750.

Elijah Cushing.

1750. June 25. Pamphlet B. Page 40.

At a meeting of the Proprietors of the Common lands of Duxborrough and Pembrook on June 25 1750, at one o'clock in the afternoon, at the meeting house in Duxborrough, and at said meeting the said Proprietors chose Daniel Lewis Esq for their Moder-

ator, to govern the meeting, and John Wadsworth their said Proprietors Clerk, who was sworn to the true performance of said office.

1750.
July 4.
Record
No. 5.
Page 58.

At a Town Meeting held in Duxborrough July 4 A D 1750 The said town chose Mr. Samuel Seabury Moderator and then proceeded to draw Grand Jury men.

1750.
July 25.
Record
No. 5.
Page 58.

At a Town Meeting in Duxborrough July 25th A D 1750 The town chose Major Bradford Moderator for the day. The said meeting was to adjust and pay the town's debts, and to make a rate to pay the towns charges.

Particular charges follow, Amounting to £712, 03s

Money raised for the schcool 100.00

To be paid in the Old tenor or lawful money equivilent there unto.

1750.
Dec.
Record
No. 5.
Page 58.

The town chose a Committee to join the Church Committee in providing or choosing a candidate for to preach the Gospel to us this Winter.

1750.
June 7.
Pamphlet
B.
Page 61.

To Samuel Alden one of the Proprietors of the (s) Common and undivided lands belonging to the townships of Duxborrough and Pembrook within the County of Plymouth. — Greeting —

Whereas Six of the Proprietors of Common lands, have, by their request under their hands, made application to me the subscriber, one of his Majesty's Justices of the peace for the County afore said, To issue out a warrant for calling a meeting of the Proprietors of said land, to act upon the following articles — viz

1st To choose a moderator to manage the affairs of said meeting.

2 To choose a Proprietors Clerk in room of Deacon John Wadsworth, the late Clerk, deceased.

3d To see if the Proprietors will suffer a default at the next Superior Court to be holden at Plymouth on the Second Tuesday of July next, in an action the said Proprietors commenced against the town of Duxborrough by their Agent Mr. Joshua Soule, or to see if the Proprietors will take some other method to settle that affair, and choose an agent to manage the same.

4th To see if the Proprietors will take some method to raise money to pay their agent, his costs and charges he hath been alread at, in said action. These therefore, in his Majesty's name, to will and require, you forthwith to warn and give notice to the Proprietors of Duxborrough and Pembrook aforesaid, that they meet and assemble together at the meeting house in said Duxborrough, on Monday the Twenty fifth day of this instant, June, at two of the clock in the afternoon Then, and there, to act on the particulars above mentioned, hereof fail not. Given under my hand and seal at Plymouth this 7th of June Anno Domini 1750.

SAMUEL BARTLET, *Justice of Peace.*

1750-51. Feb. 18. Record No. 5. Page 59.

At a Town Meeting held in Duxbury February 18th A D 1750–51, Miles Standish and John Hunt were drawn to serve as petit Jurors and Josiah Thomas as Grand Juror.

1750-51. Mch 11.

At a town Meeting in Duxborrough, March 11th A. D. 1750–51 Town officers were chosen.

1751. May 20. Record No. 5. Page 59.

At a town Meeting in Duxborrough May 20th A D 1751, Colonel Gamaliel Bradford was chosen representative to the General Court—and asked to present a petition to the General Court to make an act to prevent all sorts of neat cattle going upon, or feeding upon Duxborrough beach for the future.

1751. Sept. 10. Meeting for the drawing of Jurors. Sept 10th A D 1751.

Sept. 11. Meeting for the drawing of Jurors Sept 11th 1751.

1751. Nov. 12. Record 5. Page 60. A Town Meeting November 12th 1751. For the drawing of Jurors.

1752. Feb. 24. Jurors drawn.

May 12. Jurors drawn.

Aug. 31. Jurors drawn.

1752. Mch. 25. Record No. 5. Pamphlet B. Page 12. Plymouth ss. To John Wadsworth clerk of the (s) proprietors of the common and undivided lands and meadows of the Townships of Duxborrough and Pembrook, Greeting.

Where as Phillip Delanoe and Seven others, proprietors of the above mentioned common and undivided lands, hath made application to me the subscriber one of his Majestys Justices of the Peace for the County of Plymouth, by their petition dated February 24th 1752 for a warrant for calling a meeting of said proprietors to be held at the meeting house in Duxborrough on Monday 20th day of April next at one of the clock in the afternoon, for the ends and purposes hereafter in this warrant expressed.

These therefore in his Majesty's name to require you forthwith to warn and give notice to the proprietors of common and undivided lands and meadows, That they assemble and meet together at the public meeting house in Duxborrough, on Monday the 25th day of April next, at one of the clock in the afternoon.

Then, and there in the first place to choose a Moderator.

2d To see if the said proprietors will by vote revoke and set aside the power they gave their Agent Mr. Joshua Soule at their meeting held at the public meeting house in Pembrook Jany 30th A. D. 1749, to bring forward and prosecute an action in the law against the inhabitants of the town of Duxborrough, for the recovery of a certain piece of Salt Meadow lying in Duxborrough, called and known, by the name of Rouses point, and forbid him proceed any further in the prosecution of said action, and to do any other matter or thing relative to said affair. And for your so doing, this shall be your sufficient warrant, Given under my hand and seal, at Scituate in the County of Plymouth, this Sixth day of March A. D. 1752, and in the Twenty fifth year of his Majestys reign.

THOMAS CLAP, *Justice.*

Names of the proprietors or petitioners.

PHILLIP DELANOE.
SAM[l] ALDEN.
GEORGE PARTRIDGE.
JOSEPH SIMMONS.
ABRAHAM SAMSON.
PELATIAH WEST.
JOHN SAMSON.
JOSEPH DELANOE.

1752 April 20 Pamphlet B. Page 46.

At a meeting of the proprietors of the common and undivided lands and meadow in the Townships of Duxborrough and Pembrook, held in Duxborrough April 20th 1752, Did by their vote, revoke and sit aside the power they gave their Agent Mr Joshua Soule, to prosecute an action in the law, against the inhabitants of the town of Duxborrough, for the recovery of a certain piece of Salt Meadow commonly called, and known by the name of Rouses point, and did by their vote, choose Mr John Sam-

son and Mr Briggs Alden, for to go to the said Mr Joshua Soule, and acquaint him with the said vote, and to forbid him to prosecute the said action in the law any further.

And they chose Gamaliel Bradford Esq Moderator for said meeting.

1752. June 11. Pamphlet B. Page 47.

Plymouth ss. To Joshua Soule of Duxborrough (s) in said County of Plymouth, yeoman, and one of the proprietors of commons and meadows belonging to Duxborrough and Pembrook. Greeting.

Agreeably to a request of Ezra Arnold, Jonathan Peterson, Joshua Soule, Timothy Stetson, John Boney and Isaac Walker, six of the proprietors of the said common lands and meadow, These are in his Majesty, name to require you to warn and give notice to the proprietors of said common land and meadow, that they assemble and meet together at the old meeting house in Pembrook on the 13th day of July next at two o'clock in the afternoon, to see if said proprietors will restore the power that they gave their agent, Mr Joshua Soule, that was revoked at a meeting held in Duxborrough April 20th 1752. And further to see if the said proprietors will pay the said agent for his time and charge in commencing and carrying on an action against the town of Duxborrough, in order to recover a piece of salt meadow commonly known by the name of Rouses point lying in Duxborrough. Hereof Fail not you, and make return of this warrant with your doings therein unto the said Proprietors Clerk, at or before the time of said meeting. Given under my hand and seal, this 11th day of June in the Twenty Six year of his Majesty's reign. Anno Domini 1752.

THOMAS CROADE *Justice of the Peace.*

1752. July 13. Pamphlet B. Page 49.

At a meeting of the Proprietors of the common lands and meadows belonging to the Towns of Duxborrough and Pembrook, held at the old meeting house in Pembrook on July 13th 1752, And at said meeting, they never so much as chose a Moderator,

Nor acted upon anything for that said meeting was called for, but they continued their meeting till about sunset on the same day, and the said proprietors would act upon nothing to their business, and then I dissolved their said meeting.

JOHN WADSWORTH,

Proprietors Clerk.

1750. Jany. 6. Record No. 5. Page 62.

We the subscribers being chosen a committee by the Town of Duxborrough to say where their meeting house shall stand, we having reviewed the inhabitants of said town, do think in the best of our judgment, that it would best accommodate the town in general, and order the same to stand at a stake and a tree marked, on the West side of the way that leads from Marshfield to Kingston, over against the corner of John Chanler's the second fence.

Dated at Duxborrough June 6th 1750.

THOMAS FOSTER,
JOHN BONEY,
ROBERT BRADFORD.

1752. May 12. Record No. 5. Page 62.

At a town meeting in Duxborrough May 12th 1752, and said town chose Gamaliel Bradford Esq Moderator for said day, and chose Gamaliel Bradford Esq their representative for the year ensuing, and the said town chose Mr. George Partridge their committee man for to join with the church committee, in procuring a Minister for to supply the pulpit for the future, and the town chose Mr. George Partridge to procure a school master for the town for the future. The town chose Capt Samuel Alden Mr. Joshua Soule and Saml Seabury, to look out and see where there can provide or procure a place to build a New Meeting house, and to make a report thereon to or at the next Town Meeting.

1752. July 9. Record. No. 5. Page 63.

At a Town Meeting held in Duxborrough July 9th 1752 and said meeting was to adjust the Town's debts and to defray the same amounting to £93.09^{s}. 07^{d}, and Colonel Bradford was chosen Moderator for said day. And the town voted that their Select men should continue and prosecute a complaint which the town of Duxborrough exhibited against the town of Pembrook the last May sessions of the Peace, held at Plymouth, for not taking care of Gideon Soule a person non compas Mentis, as is needful. And the said town voted to build a New Meeting house the same highth and width that the old Meeting house was, and to lengthen 15 or 16 or 17 foot as the committee should think proper, and to have it done by September in the year 1753, and likewise to make the best use and improvement of the old meeting house, they can, towards building the New Meeting house and to set the New Meeting house at the Northerly corner of John Chanlers 2^{d} Homestead by the crotch of the ways, or where the ways do part or meet, and said town chose Joshua Soule George Partridge Saml Alden Saml Seabury and Jonathan a committee for the said town to take care and see that the said Meeting house be built according to said vote.

1752. Dec. 11. Record No. 5. Page 64.

At a Town Meeting held in Duxborrough Dec 11th 1752 Mr. Samuel Seabury was chosen Moderator. The town voted, to repair and enlarge their meeting house, where it now stands, and the town voted that their select men should continue a complaint they have already exhibited against the town of Pembrook at the next Inferior Court, and General Sessions of the peace, to be holden at Plymouth, for not taking care Gideon Soule a person Non Compes Mentis, for his needful support. The meeting then adjourned.

1753. Feb. 5. Record No. 5. Page 64.

At a legal Town Meeting held in Duxborrough Feb. 5th 1753, Gamaliel Bradford Esq was chosen Moderator for said meeting. And the town did by vote reconsider that vote that was passed at a Town Meeting held in Duxborrough on July 9th in the year

1752, for building a New Meeting house, and setting it on the land of John Chanler 2nd as said vote described it, and said vote is by this vote made null and void. And likewise at said meeting, the Town did by vote, reconsider and make null and void that vote that was made and passed at a Town meeting held in Duxborrough Dec 11th 1752 for repairing and enlarging of their Meeting house where it now stands. And then at this meeting in February 5th 1753 The Town voted to repair their Meeting house where it now stands, and said Town chose Gamaliel Bradford Esq, Capt Samuel Alden and Mr. Samuel Seabury for their Committee for to see and take care to provide workmen and all other materials for to Repair said Meeting house at the cheapest rate they can, and to have it done by the middle of August next. And at said meeting the Town chose Gamaliel Bradford Esq and Samuel Alden, a Committee to accommodate the affair with Colonel John Winslow of Marshfield relating to his cattle and sheep feeding on Duxborrough beach. And at said meeting the Town voted that the income, or the profits of the Towns salt meadow lying on a place commonly called Rouses Point, shall be for the use and support of the Ministry that shall here after preach in the Town, and the Town chose Isaac Partridge and Briggs Alden to procure a suitable person to supply the Pulpit this Winter.

1753. Feb. 23. Record No. 5. Page 65.

At a Legal Town Meeting held in Duxborrough Feb 23 1753 Said meeting chose Gamaliel Bradford Esq their Agent to answer the petition of Susana Wadsworth and others, to the General Court of Sessions of the Peace to be holden in Plymouth for the County of Plymouth on the first Tuesday of March next, relating to the laying out of a way through some part of the Town above said, and to show cause why the prayer of the petition should not be granted relating to said way.

1753. Mch 26. Record No 5 Page 65.

At a Legal Town meeting held in Duxborrough March 23d 1753, and said meeting chose Gamaliel Bradford Esq Moderator for said meeting. Then Town then chose Town officers for the year ensuing. Said town chose Mr Joshua Loring to procure a man to supply the Pulpit, and said town reconsidered their former vote about repairing their meeting house where it now stands, and said Town voted to build a new meeting house Fifty foot long and Forty foot wide and the same highth their old meeting house is, and voted to set it at a stake where the committee formerly appointed it, and the Town made choice of Mr Joshua Soule Mr Jonathan Peterson and Mr Briggs Alden to see and get said meeting house done and finished as soon as may be conveniently accomplished.

1753. May 21 Record 5. Page 65.

At a Town Meeting held in Duxborrough May 21st 1753, Said meeting chose Mr Samuel Seabury moderator for the day and Gamaliel Bradford Esq was chosen representative for the year ensuing. And at said meeting the town did by vote reconsider their former vote that they last made for building a new Meeting House at the stake the committee appointed, and the town voted to repair and enlarge their meeting house where it now stands, and the town chose Gamaliel Bradford, Samuel Seabury and Mr John Samson to repair and enlarge their meeting house.

1753. May 11. Pamphlet B.

At a meeting of the Proprietors of the common and undivided lands belonging to the Townships of Duxborrough and Pembrook, held at the old meeting house in Duxborrough, May 11 1753, and Philip Delanoe was chosen Moderator for said meeting, and Briggs Alden was chosen their agent to answer Mr Joshua Soule at the next Inferior Court of common pleas to be holden at Plymouth, in an action he has commenced against said Proprietors.

1753. July 16. Record No. 5. Page 66.

At a Town Meeting in Duxburrough, July 16th 1753, The said meeting was called to adjust the Towns Debts and charges amounting to £104.4s.5d and the Town's select men were ordered to make a rate to discharge the above, and the Town chose John Samson, John Wadsworth and Jonathan Peterson, their committee to demand the money with interest thereunto belonging, of those persons that hired the money that was formerly granted to the Town by virtue of land that was sold at Souhigan, for the use of a grammar school, or else to see that said persons procure some good able bondsmen for the money aforesaid, with the interest thereof to their satisfaction for securing the said money to said Town, and at said meeting the Town voted that Judah Delanoe should cut, make and stack up the hay that grows on the towns salt meadow to the halves.

1753. Dec. 3. Record No. 5. Page 67.

At a town meeting held in Duxborrough Dec 3rd 1753 and Gamaliel Bradford Esq was chosen Moderator for said meeting. And the Town sold Nathaniel Simmons their salt hay, that part of it that belongs to the town, for £6 to be paid in a year, and the town voted that the Select men should take care of Mary Daws and get her kept as cheap, as they can, and see after and enquire out her goods or personal estate if any she has.

1753. Sept. 3. Record No. 5. Page 67.

At a legal Town Meeting held in Duxborrough September 3d 1753. And the Town chose Gamaliel Bradford Esq Moderator for said meeting. And at said meeting the Town concured by a very unaminous vote, with the vote of the church in this town, to give Mr. Jonathan Vinal a call to the work of the Ministry in this town, and also the said Town voted to give the said Mr. Jonathan Vinal, the sum of £60 a year in lawful money, with the use of the Town's meadow annualy, provided that he takes the office and settles in the work of the Ministry in this Town

amongst us. And also voted to give Mr. Jonathan Vinal the sum of £133.06.08 in order to his settlement, provided that he the said Mr. Vinal takes the the aforesaid office amongst us, that is one third part of the aforesaid sum of £133.06^{s}.08^{d}, to be paid in four months next after he takes office amongst us, and one third part of the said sum of £133.06.08, to be paid the next susceeding year, and the other third of the afore said sum to be paid the next year after the last aforesaid year, and this above said sum of £133.06^{s}.08^{d}, is to be paid in lawful money as aforesaid, provided the said Mr. Jonathan Vinal should take office and settle in the work of the Ministry in this town anomgst us. And at said meeting the Town chose a committee of three men, Mr. Samuel Seabury, Deacon James Arnold and Mr. Briggs Alden for their committee to join, with the church committee, to go and inform and acquaint the said Mr. Jonathan Vinal of their calling and proceedings with him in order to his settlement to the work of the Ministry amongst us in this town, and to report to the town Mr. Jonathan Vinal's answer thereto, and all this first above said sum of £60 in lawful money, a year, and the use of the Town's meadow is to continue to and for Mr. Vinal, while he continues with the Town in the work of the Ministry, and no longer.

At the said meeting the vote was asked, whether or no that they would dismiss the partition of Mr. Palathia West and others, that they petitioned for relating to the affair about the Meeting house, and the vote passed in the affirmative.

1754. Mch 25. Record No. 5. Page 68.

At a legal Town Meeting held in Duxborrough March 25th 1754 Said meeting made choice of Gamaliel Bradford Esq Moderator for said meeting —and the Town then chose Town Officers for the year ensuing.

The Town voted to pay Mr. Joshua Soule the sum of £17.08.04 in lawful money, for what lumber and

service and provision he has made towards building a new Meeting house, and he is to stay till the next tax is made, for the money, and the town to have the lumber that the said Soule procured towards or for the said meeting house, and at said meeting, the town voted to pull down the two hind seats in the meeting house, and to make pews in that place, and to lengthen out the other seats as is convenient — and Joseph Brewster to supply the Pulpit.

1754. April 27. Pamphlet B. Page 51.

These are to warn and give notice, To the Proprietors of the Common and undivided lands belonging to the Townships of Duxborrough and Pembrook, that they assemble and meet together at the meeting house in Duxborrough on Monday the 13th day of May next, at one of the clock in the afternoon, Then and there to see if said Proprietors will by vote relinquish Quit or give up all their right title and interest in that piece of Salt meadow in said Duxborrough, commonly called Rouses Point, to said Duxborrough if said Duxborrough will by vote and pay the execution Mr. Joshua Soule has obtained against said Proprietors, or any part of the charge thereof, and to do any other business relating to that purpose that is needful &c.

pr

JOHN WADSWORTH,
Proprietors Clerk.

Duxborrough, April 27th 1754.

1754. May 13. Pamphlet B. Page 51.

At a legal Meeting of the Proprietors of the Commons and undivided lands belonging to the Townships of Duxborrough and Pembrook, held at the Meeting house in Duxborrough on Monday the 13th day of May at one of the clock in the afternoon, in the year 1754, and said meeting chose Col Bradford Moderator, and at said meeting the said Proprietors did by vote give up all their right title and interest in their Common Salt Meadow in Duxborrough, if any they have, in a piece of salt meadow

commonly called Rouses Point, to the Town of Duxborrough, if said town will pay the execution, or any part of it, that Mr. Joshua Soule has obtained against the said Proprietors, and then adjourned for the space of one hour.

1754. May 13. Record No. 5. Page 68.

At a legal Town Meeting held in Duxborrough May 13 1754 at 3 o clock in the afternoon, and at said meeting, the Town chose Gamaliel Bradford Esq representative for the year ensuing, and said Bradford was chosen Moderator. The town voted to pay Mr. Joshua Soule £189.06^{s}.10^{d} Old tenor, if said Soule will discharge the execution he has against the Proprietors of the Common and undivided lands in Duxborrough and Pembrook, provided said Soule will stay for his money till the next Town tax is made, and upon these conditions, Mr. Ezra Arnold promised to pay £20 Old tenor towards said Souls execution, and said Town chose Capt Saml Alden, Mr. Abraham Samson and Mr. Briggs Alden, their Agents to go to Mr. Joshua Soule and haunt him, and use persuasive arguments with him for to abate some part of his execution that he has against the Proprietors which the Town has voted to pay upon the conditions above said, and to make a return to the Town Clerk as soon as may be. And voted to sell the timber that was got to build a new Meeting house with the next town meeting at a vendue, to the highest bidder.

1754. May 27 Record No. 5. Page 69.

At a legal Town Meeting held in Duxborrough May 27th 1754 and Mr Gamaliel Bradford was chosen Moderator for said meeting, and then the Town did by vote concur with the Church of Christ in this town relating to Mr Cornelius Jones settling in the work of the Ministry in this town, and said town did by vote give said Mr Cornelius Jones a call to the work of the Ministry in this town, and the town chose Capt. Samuel Alden, Mr Joseph Brewster and Deacon Ezra Soule to acquaint Mr Jones with it, and likewise the town voted to give

the said Mr Cornelius Jones, seventy two pounds in lawful money, a year, with the whole use of the Town's meadow every year, provided that the said Mr Jones should take office and settle in the work of the Ministry in this town, and while he continues in the work and office of the Ministry, and no longer, and the town voted that the said Capt Alden Mr Joseph Brewster and Deacon Soule, should carry the vote or message to Mr Jones. And at said meeting the town sold the white pine timber that was got for a new meeting house to Nathaniel Simmons for £4.13.04 in lawful money, and the town voted to let James Thomas and Reuben Peterson have the oak timber that was got for a new Meeting house, and to make the best of it that they could to advantage, and so to be accountable to the town for it next march. And at said town meeting, the town voted to expose their new Pews to sale at Public Vendue, at the meeting house next Monday come fortnight, to the highest bidder, at one of the clock in the afternoon, and the town made choice of Deacon James Arnold to be their Vendue Master for the purpose above said and with these conditions that the buyers or purchasers of the New Pews upon the lower floor, shall pay four dollars Ernest, down toward said Pews, and the residue of the money they are sold for, by the first day of August next, but if not, then the said buyers of said Pews must lose their Earnest Money given, and be quit of their Pews, and likewise, it was voted that whosoever bought the New Pews, up in the gallery must pay two dollars down as Earnest Money and the residue of the money of what they are sold for, by the first of August next, or else they must lose their Earnest Money and be quit of their Pews.

And said town voted that their same committee that repaired and enlarged the Meeting house, should receive the money that the Pews are sold for, and to pay the charges that are due towards repairing and enlarging said Meeting house.

Joshua Soule Plaintiff. Duxborrough Proprietors Defendants. Judgement for the Proprietors. Default £24.11.09 damages £2.02.06 cost.

May Court 3d Tuesday A. D. 1753. This above judgement is fully discharged as appears upon record at foot of said judgement by a receipt signed by the plaintiff in the words following.

177 P July the first 1754. Then received in full satisfaction for the above judgement and accordingly hereby discharge the same, both damages and cost.

Attest

EDWARD WINSLOW, *Clerk.*.

1754. Aug. 12. Record No. 5. Page 70.

At a Town Meeting held in Duxborrough Aug. 12th 1754 Gamaliel Bradford was chosen Moderator, said meeting was to adjust the Town's debts and charges and to make a rate to defray the same. Amts to £276.9s.3½d. The town also voted to plaster the Meeting House.

1755. May 15.

A Town Meeting was held to draw Jurors.

1754. Dec. 16. Record No. 5. Page 71.

At a legal Town Meeting held in Duxborrough December 16th 1754. Gamaliel Bradford Esq was chosen Moderator for said Meeting, and at said Meeting the Town did by a very unanimous vote, concur with the Church of Christ in this Town, and give Mr. Charles Turner Jr a call to the work of the Ministry in this town, and if in case the said Mr. Turner should take the office in the work of the Ministry in this town, That they the said town voted to give the said Mr. Charles Turner Seventy three Pounds, Six Shilling and Eight pence in lawful money, annually for his yearly salary, and likewise the whole use and improvement of the Town's salt meadow. Provided that if he the said Mr. Turner should take the office of the Ministry in this town, and while he continues in the office of the Ministry in this town, and no longer, and said salary is to begin at his ordination, and likewise at said meeting,

Deacon James Arnold and John Southworth were chosen as a church committee, and Gamaliel Bradford Esq. Mr. William Brewster and Mr. Samuel Seabury, as a town committee, to go and acquaint Mr. Turner of the Town's proceedings for him in order to his settlement in this place. And at said meeting the town voted that the school that is now kept at the North part or quarter of the town, should be followed and kept in each quarter part of said Town successively as their term comes, and so to go round with the Sun, for the future.

And at said meeting Miles Standish and John Hunt were drawn out of the box to serve on the petit Jury at the next Inferior Court at Plymouth.

1755.
Mch. 3. A meeting for the choice of town officers.

May 19. Grand Jurymen chosen and jurymen drawn.

1755.
Aug. 18. Record No. 5. Page 72. At a Town meeting held in Duxborrough August 18th 1755, The said meeting was to adjust the towns debts and charges, and the select men were ordered to forthwith assess the Town for the am't.

1756.
Feb. 16. Jurors drawn.

Mch. 3. Town Officers chosen and Jurors drawn.

1756.
Sept. 27. Record No. 5. Page 73. At a Town meeting held in Duxborrough Sept. 27 1756 Said meeting to adjust the said towns debts and to raise money to defray the same amounting to £153.02s Gamaliel Bradford was chosen Moderator.

1757. Mch. 21. At a Town Meeting in Duxborrough March 21st 1757, The Town made choice of Town Officers for the year ensuing Mr. Blanie Phillips and Thomas Weston were chosen to see and take care of the

herring brooks and to see that no persons catch any herring upon any days this year only excepting Mondays and Fridays, and then between Sun rise and Sun set that herring are allowed to be caught, and then only by or near the tails of the Mills.

1757. May 16. At a Town Meeting held in Duxborrough May 16 1757 Col. Gamaliel Bradford was chosen Moderator, and Colonel Gamaliel Bradford was chosen representative for the year. And said meeting voted that the select men should draw out of the treasury to pay Robert Stanford for keeping Jane Delanoe 14 weeks last year to the amount of Twenty nine Shillings one penny half penny.

June 6. At a Town Meeting held in Duxborrough June 6 1757 a vote was called to see if the Town would choose a representative, and the vote passed in the Negative. At this meeting Jurors were drawn.

1757. Aug. 29. At a Town Meeting held in Duxborrough Aug. 29th 1757, and said meeting was to adjust the Towns debts, and raise money to defray the same, and the particular charges are as follows, And Gamaliel Bradford was chosen Moderator—

	£	s	d
To Mr. Charles Turner's Salary	73	6	8
Eben Sampson for Keeping Old Jane Delanoe 14 weeks		19	02
John Chanler 2d for Keeping Old Jane Delanoe 14 weeks	1	9	10
Gamaliel Bradford For Keeping School Master 13w—making rates	4	7	4
Phillip Delanoe Town Treasurer	2	0	0
Saml Seabury making rates		16	
Saml Alden 3½ days making rates		14	
Briggs Alden Boarding School Master 13w if he makes it up	3	9	4
George Partridge Boarding School Master 10 weeks	2	13	4

Robert Stanford Keeping Jane Delanoe 30^{w} & Widdow Daws 4^{w}	3	13	7
David Delanoe Keeping Mary Daws 19 weeks	2		6
Abner Weston 25^{weeks} Keeping Widow Daws, & 1^{w} Keeping Old Jane	2	15	6
Benjamin Prior sweeping the Meeting house	1		
Oliver Seabury Copying the rate bills		10	
Abner Weston One week boarding Old Jane Delanoe		2	2
Thomas Weston 48^{w} Keeping Hannah Wormal & Sundries	6	4	02
John Wadsworth Town Clerk		13	4
Anthony Samson Keeping Fear Simmons 6 weeks		12	10
Money for the use of the schools	20		

And the Town ordered that the select men should forthwith make a rate to raise these the above said sums of money, and that they were allowed to tax the Town, £4 exceeding the above debts.

Voted that the £6 note of the Province treasurer that Colonel Bradford had, be given into the Treasurer of our Town, and at the same time the Town allowed Colonel Bradford four shillings for his trouble in the procuring of it. And the Town voted their acceptance of Joseph Freeman to serve as Constable in the lieu of Levi Loring who was sworn the same day to excuse said office. And the town did by vote excuse Joseph Brewster of paying his son Trueloves rate the last year, that was drouned.

And the Town did by vote excuse Isreal Silvester of Paying his son Seth's rate the last year, who died, and the town did by vote excuse Nathaniel Soule from paying of James Morfews rate, provided the said Morfew who has gone away, and said Soule can never find him nor take hold of him or his estate again. And voted that Capt Samuel Alden, Capt Briggs Alden and Mr. Saml Seabury be a Committee to make up accounts with the Town's trustees, about

the Town's stock of School money, and make their report to the Town at the next town meeting of what there is due to the town of the interest money that is for the use of the Grammar School.

1757. Dec 12 At a Town meeting held in Duxborrough December 12th 1757. At the said meeting Colonel Bradford was chosen Moderator, and Jonathan Peterson and Thomas Southworth were drawn out of the box to serve on the Petit Jury at the next Inferior Court at Plymouth and at said meeting the town chose Jonathan Peterson their agent for to do their proportion in repairing the North river bridge.

1757. Record No. 5. Page 76. We the subscribers, Select men of the Towns of Duxborrough and Marshfield on the 27th day of October 1757, did meet and perambulate the line and renew the bounds in the manner following Viz Begining at a large rock flat on the top near Ebenezer Fishs house, and from thence run North near 47 degrees West, by a range of marked trees, until we came to a heap of stones, being the easterly corner of the township of Pembrook, and the northerly corner of the township of Duxborrough, and from said great rock first mentioned, we run South about 47 degrees East, to a flat rock with stones on top, about 3 rods to the westward of the highway which leads by the widow Joanna Arnolds, and from said rock the same course on a straight line to said high way, and by said highway where it formerly went to a stake and stones on the Easterly side of the brook near Ezra Arnolds, about a rod up stream where the bridge now goes over said brook and from said stake and stones on a straight line to a stake and stones standing where there was formerly a great Oak tree called Poles, and from thence on a straight line to a stake and stones on the top of a hill called Duck hill.

John Carver	Gamaliel Bradford
Thomas Waterman	Sam[l] Seabury
Seth Bryant	Jona Peterson
Select men of Marshfield.	*Select men of Duxborrough.*

1757. Nov 7. Record No. 5. Page 76.

We the Subscribers Selectmen of the Towns of Duxborrough and Pembrook being met together in order to perambulate the line, and renew the bounds between the said Towns of Duxburrough and Pembrook, have perambulated said line and renewed the bounds as follows Viz

I begineth at a stake and stones standing on the line in the North East side of Marshfield uplands, bearing South Easterly about 104 rods from the Easterly corner of the land that was formerly Robert Stetsons, and from thence East South East in the range of the land that was known by the name of Marshfield Uplands, to a red Oak tree standing near a brook called Pine brook, and so on the same course to the said brook, and then returning to the afore said stake and stones it rangeth North East and by North nearest, agreeably to the former record, to a heap of stones in the Marshfield line.

ICHABOD BONNEY GAMALIEL BRADFORD
JOHN TURNER SAM[l] SEABURY
Select men of Pembrook. JONATHAN PETERSON.
Select men of Duxborrough.

The line between Duxborrough and Marshfield uplands is West North West 2 degrees West.

1758. Mch 1. Record No. 5. Page 77.

At a Town Meeting held in Duxborrough March 1st 1758 Capt Briggs Alden was chosen Moderator for said meeting and the town made choice of town officers for the year ensuing, and the town voted that there shall be no herring caught upon the Saturday or Sabbath day this present year, and voted that Joseph Russel should take care, and keep the herring brook clear, and to see that this vote be observed. And the town voted that Jacob Dingley should be paid for boarding the school master one quarter of a year the last year.

And Joseph Soule, Benjamin Bartlet, Thomas Hunt, Judah Delanoe, John Chanler 5th and John

Wadsworth and Select men, and Joseph Freeman man Jr are all sworn.

John Phillips and Joseph Russle are sworn Abner Dingley was sworn.

1758.
May 17.
Record
No. 5.
Page 77.

At a Town Meeting on the 17th of May 1758 Mr. Samuel Seabury was chosen representative for the present year.

And on May 21st the same choice was again made.

1758.
Aug. 21.
Record
No. 5.

At a Town Meeting in Duxborrough Aug. 21st 1758 Gamaliel Bradford was chosen Moderator for said meeting. And said meeting was to adjust the Town's debts, and the select men were ordered to make a rate to raise money to pay the same amounting to £115.9.1½.

1759.
Mch. 26.

A Town Meeting was held to appoint Town Officers for the ensuing year.

1759.
Sept. 5.
Record 5.
Page 79.

At a Town meeting held in Duxborrough September the 4th Anno Domini 1759.

Said meeting chose Gamaliel Bradford Moderator for the said day. And said meeting was to adjust the said Town's debts, amounting to £128. 4s. 3d, and then ordered that the assessors forthwith raise the afore said sum to pay the town's debts.

1760.
Mch. 4.
Record
No. 5.
Page 79.

At a Town Meeting held in Duxborrough March 4 1760 Gamaliel Bradford was chosen Moderator. And the town then appointed Town Officers for the present year.

1760.
May 23.
Record
No. 5.
Page 80.

At a Town meeting held in Duxborrough upon the 23d of May Anno Domini 1760.

Capt. Briggs Alden was chosen Moderator for said day and Mr. Samuel Seabury was chosen representative. And Ichabod Simmons, Elnathan Weston, Thomas Weston and David Delanoe to take care of wretched boys on the Lords day.

At a public Vendue held at the meeting house in Duxborrough on June 10th 1754. And the Vendue was to sell the new pews in the said meeting house, and said pews were sold to the highest bidder.

	£		
The Pew by the Pulpit stairs sold to Joshua Stanford	19	9	4
The Pew on the right hand of the broad aisle John Samson Jr	14	0	0
The Pew on left hand of broad aisle Israel Selvester	15	6	8
The Pew on left of front door Nathan Brewster	20	13	4
The Pew on Right front door Joshua Loring	19	9	4
The Pew on next to this Joseph Freeman	13	6	8
" " Next to the Samsons Gamaliel Bradford	17	9	4
The Pew Corner opposite Womans side John Hunt	12	2	8
The Pew In Galery over broad aisle John Hunt	6	5	4
The Pew In Galery middle Sam[1] Seabury	5	9	4
" Corner Pew middle Thomas Southworth	5	12	0
Both hind pews in gallery Peres Loring	6	16	0
Middle Pew on Mens Side John Hunt	11	12	0
Corner Pew on Mens side Nathaniel Simmons	12	0	0

The Committee sold the refuse boards to Israel Selvester.

1760. July 28. Record No. 5. Page 81.

At a Town Meeting held in Duxborrough July 28th 1760 Capt Briggs Alden was chosen Moderator for said day, and John Wadsworth Clerk of said meeting.

The meeting was to adjust the town's debts, and to raise money to defray the same—amounting to £132.19.3, And voted that the assessors tax the town for the above mentioned sum.

Voted that the assessors make the County tax with the town's. Voted that Thomas Weston keep Jane Delanoe a year as he promised to do for 3 shillings pr week which is, £7.16.0. Voted that Jonathan Peterson, Ezra Arnold and Joseph Freeman be a Committee to regulate the Jury box and that the Committee have power to put the select men for the time being in to said list of Jurors. Voted that Mr. Judah Delanoe Town Treasurer or his successors in that office, be empowered by the Town, to settle with the present Trustees upon the Bonds for the money and interest for the support of the school, and to take the Bonds into his own hands, and to collect the interest that is yearly due there on, and to be accountable to the Town for the same.

Voted that Eight foot of the second seat of the womens side in the upper end, be partitioned off for the use of deaf people.

Voted to give Nathaniel Samson 3 shillings pr week to keep Mary Daws 7 weeks longer which he promised to do which is £1.1^{s}.

1761. Mch 16. Record No. 5. Page 82.

At a Town Meeting held in Duxborrough upon the 16th of March 1761

Gamaliel Bradford Esq was chosen Moderator for said day. The Town then chose John Wadsworth Town Clerk, and was sworn accordingly to do his duty. Town Officers and Grand Jury men were then chosen.

May 18.

At a town meeting May 18th, 1761

Capt Briggs Alden was chosen Representative for the year ensuing.

1761. Aug. 3. Record No. 5. Page 83.

At a town meeting held in Duxborrough Aug 3^{d} 1761 Gamaliel Bradford Esq was chosen Moderator, said meeting was to adjust the towns debts—and the charges amt to £156.11.3. Voted to make the County tax with the towns. Voted liberty to the select men to make the rates bigger by £8. Voted that the select men forthwith make the rate.

1762. Mch 22. Record No. 5. Page 84.

At a Town meeting held in Duxborrough March 22d 1762 Gamaliel Bradford Esq was chosen Moderator and John Wadsworth Town Clerk. The town then appointed the other town officers, and adjourned to the 31st of March.

March 31st At the adjourned meeting the Town chose Town Officers.

1762. May 17. Record. No. 5. Page 84.

At a Town Meeting held in Duxborrough May 17th 1762, Gamaliel Bradford was chosen Moderator, and Major Briggs Alden was chosen Representative for the year ensuing and Col Bradford Major Briggs Alden Capt John Southworth Mr Samuel Seabury and Mr Jonathan Peterson a committee for said town to prepare a draugh and give an answer, and the reasons why the prayer of the petition that is now subsisting in the General Court by Amos Ford and sundry other inhabitants of the North End of Duxborrough, why the prayer should not be granted.

And Major Briggs Alden was chosen Agent by the town, to give in to the General Court the reasons and manage the affair and why the petition of Amos Ford and sundry other inhabitants of the North End of Duxborrough, that is now subsisting at said Court why the prayer thereof should not be granted.

1762. Sept 16. Record No. 5. Page 85.

At a Town meeting held in Duxborrough September 16th 1762, Jonathan Peterson was chosen Moderator, and said meeting was to adjust the Towns debts and raise money to defray the same. Amt £147.12s.7½ and voted that the Select men should forthwith make a rate, and

Voted that the Selectmen should lay out a high way along by the mouth of Island Creek Pond as they think proper, and is wanting, and said meeting the Town gave full power to Mr. Judah Delanoe, the town's treasurer to sue out the several bonds the town has against or of several persons, for the money they had of the town, that was appropriated for the use of a Grammar School.

1763. Mch 14. A Town meeting for the choice of Town Officers.

1763. May Record No. 5. Page 86. At a Town meeting held in Duxborrough May 1763 Major Briggs Alden was chosen Representative.

1763. Sept 12. Record No. 5. — 86 At a Town Meeting held in Duxborrough Sept 12 1763. Said meeting was to adjust the Towns debts and raise money to pay the same amounting to £184 7.5 and the town voted to raise said sum by a Town tax.

1764. Mch 5. A Town Meeting for the choice of Town Officers.

1764. Recorn No. 5. Page 88. Where as the Town of Duxborrough at a meeting in said town on September the 16th 1762 voted that the select men should lay out the way for the use of the Town, as the way now goeth by the mouth of Island Creek pond, as they shall think proper and convenient for the use of said Town, Agreeably we began as follows.

Begining at Plymouth road on John Wadsworths land near the north corner of the Widow Deborah Thomas farm, ranging North 67 degrees West, 4 rods to a black oak tree standing on said Wadsworths land, thence North 67 degrees West, 20 rods, thence North 60 degrees West 34 rods, to a stake and stones in a Valley, about 6 paces to the North of the Middle of the road, thence West, 1 degree South, 10 rods, to a red oak tree standing on the same side of the road about 10 paces from Ureiah Wadsworths corner of his wood pasture, thence North 77 degrees, 42 rods to a red oak sapling marked on four sides, when the road turns to the Southward, thence South 37 degrees West, 38 rods, to a stake and stones standing on Joseph Brewsters land, about 5 paces on the North side of the road,

thence South 87 degrees West, 43 rods, to a stake and stones, standing on John Hunts land just on the descent of a hill, thence South 55 degrees West down the hill 27 rods, to a white oak standing close to the swamp at the foot of Tobys Garden hill on the same side of the way, thence South 35 degrees West, 11 rods to a stake and stones near where the roads part, and where one goeth down to Wadsworths wharf, thence North 82 degrees West, 26 rods to a pine tree standing close to said road on the same side, thence North 59 degrees West, 18 rods to a stake and stones, thence North 88 degrees West 24 rods to a stake and stones by it, Thence South 72 degrees West 24½ rods to a red oak tree with a great stone by it, thence North 69 degrees West, 9 rods to a Black oak tree marked, near three great stones, thence South 63 degrees West 13 rods to a small rock on the West side of the pond brook 1 rod and 7 links, to the West of said brook, thence West 8 degrees South 4 rods to a great rock on the North side of said road, and from said great rock North 71 degrees West 54 rods to a Stake and Stones by the fence that Paul Seabury lately set up, thence North 88 degrees West, 37 rods to a red oak tree standing close by said road on the North side, thence North 51 degrees West 6 rods, to a black oak tree, thence thence North 33 degrees West, 6 rods to a black oak tree, thence North 51 degrees West 20½ rods to a red oak tree, thence North 56 degrees West, 32 rods to a sapling Pine tree on Oliver Seabury's land within 1 rod of Elephalet Bradford's range, thence North 10 degrees West 6 rods, to a white oak stump on the North side of the road where said road comes to the old County road at the school house standing at a point of land belonging to Joseph Freeman, and all the above bounds stand on the Northerly side of said road, and the road is to be on the Southerly side of said bounds, and to extend in width the space of 30 feet and to continue and remain for a highway for the use of the town, for time

to come as it has been for many years past, which way was laid out by us the subscribers in Nov. 8th 1763. In witness where of we have set our hand.

PELEG WADSWORTH.
WAIT WADSWORTH.

1764. July 30. Record No. 5. Page 90.

At a Town Meeting held in Duxborrough July 30th 1764 Colonel Bradford was chosen Moderator, and said meeting was to adjust the Town's debts, and to raise money to defray the same, amounting to £173.1s.1d. And at said meeting the Town chose Major Briggs Aden their Agent to join the other Agents to act for them in repairing the bridge at North river, and the Town by their vote show their willingness to have the bridge built or repaired with wooden work as needful provided the other committee comply with it.

1764. Sept 26

At a Town meeting held in Duxborrough Sept 26 1764. Briggs Alden Esq. was chosen Moderator, and the town voted to raise £9.07d lawful money towards repairing North river bridge. Jurors were drawn at this meeting.

1765. Mch 25. Record No. 5. Page 91.

At a Town Meeting held in Duxborrough, March 25th 1765 Gamaliel Bradford was chosen Moderator, John Wadsworth Town Clerk, and took the oath of a clerk.

Also the Town officers were chosen at this meeting.

Deacon Peleg Wadsworth and Thomas Chanler were chosen to take care of Island Creek Herring Brook, and the laws they are to see that they are observed about the herring, but the town voted that the water may be stopped till the 15th day of April, and no longer, and the town voted that the herring must be caught no where upon the said brook, but within 10 rods of the mill tail, and but one day in in the week during the time limited by law, and that is every Monday in the week in the day time between

Sun rise and Sun set, and Amiziah Delanoe and William Simmons are chosen to take care of the herring brook upon the Grist Mill Stream, and the stream is to be opened for herring to run, by the 10th of April next, and no herring to be caught during the time limited by law for herring to run, but only on every Monday during said time, in the day time and only between Sun rise and Sun set, and only to be caught below the country road, and not below the old Waste Way, and said Agents are to see that the herring have a passage down.

And said Town voted to give Major Arnold £2 13s.4.for to find and provide the Town School with fire wood for the year ensuing.

May 13. At a Town meeting held in Duxborrough on the 13th of May 1765. Briggs Alden was chosen Moderator and their agent to answer the Towns presentment about the gates that were erected upon the highways, at the next Superior Court, and Representative for the year ensuing, and the town did by their vote give up all their right title and part of the fine money that was due to the town from Joseph Freeman, Benjamin Loring, Oliver Seabury and Paul Seabury for transgressing the law relating to the herring brook at Island Creek Pond, and then said town proceeded to draw Jury men.

1765. July 24. Record No. 5. 92. At a Town Meeting held in Duxborrough July 24 1765 said meeting was to adjust the Town's debts, and to raise the money to defray the same amts to £215.17.11. And at said meeting Jury men were drawn.

THE STAMP ACT.

1765. Oct. 21. Record No. 5. 93.

At a Town Meeting held in Duxborrough October 21st 1765, Major Briggs Alden was chosen Moderator. The said meeting was to see whether or no the Town would willingly comply or unite with the late act of parliament and rest contented with the stamp act as it now stands with the English Empire in America, or else show their resentment against said act, and to use any measures or means that they shall think proper for to prevent said acts being imposed upon us, by giving their representative instructions to stop said act, or to use any other means they shall think proper. And then the vote was called by the Moderator to see if they would receive the Stamp act, and it was voted in the Negative, and the Town chose Capt. Wait Wadsworth, Capt. John Wadsworth, Ebenezer Bartlet, Isaac Partridge and Ezra Arnold their committee to prepare a draft, and to give their reasons why the Town would not accept of said act, and to show so far as they were capable of it. And then the meeting was adjourned to the 23d inst.

And then the said Town met, and the said Committee prepared a result with their reasons against said Act, and gave their representative the following instructions, and voted it should be here recorded, which is as follows,

To Briggs Alden Esq Representative of the inhabitants of the Town of Duxborrough in the Great and General Court of the Province of Massachusetts Bay, in New England.

Sir

Whilst all America is in a ferment, and every patriotic Breast is glowing with resentment at the heavy and intolerable burdens imposed upon

us by the late Act lately passed in Parliament of Great Britian, We your constituents, the free holders and other inhabitants of the ancient and first incorporated Town of Duxborrough, think it their incumbent duty to inform you of their sentiments upon this important and alarming affair, that you, Sir, may be able in the approaching session of the Great and General Court, to act according to their declared minds: We esteem the said Stamp act to be unconstitutional and subversive of the rights and privileges of his Majesty's American Subjects, contrary not only to the Royal Charter granted to our Ancestors, and to Magna Charter, the great Charter of British liberty, but likewise to the grand prerogative of human Nature, and to that liberty wherewith Our Blessed Lord hath made us free: We likewise think that if this act should take place in this Province in the present distressed condition, we should be involved in inevatable ruin. We do now therefore enjoin and instruct you that you neither directly nor indirectly be aiding, favoring, countenancing, assisting or any other ways instrumental in promoting the putting the said Act in execution, but that you oppose the same with all the eloquence and address you are master of, and that you use your utmost endeavors to vindicate our precious rights and privileges, those privileges for which our fore fathers bled, for which those Heroic spirits bid adieu to the tyranical government to the ill boding name of the Stuarts, travelled the vast Atlantic, and sat down in these then deserts of America, and for which Sir, we their descendants esteem dearer to us than our lives. We likewise enjoin it upon you to oppose in the strongest manner any motion or motions that may be made in the General Assembly, to make a relation or compensation for the riotous proceedings at Boston.

1766. Mch. 31. Record No. 5. Page 96.

At a Town Meeting in Duxborrough March 31st 1766 Colonel Bradford was chosen Moderator. And the Town then chose the town officers for the year ensuing. The town gave liberty to Joseph Drew and his partners to build a dam and Gristmill on Blue fish river, and to keep up said dam so long as he shall keep the Mill in good repair for grinding corn or grain provided said Drew and partners shall make good and save the Town harmless from all damage that may arise or happen by said Mill Pond flowing the marshes or land of the owners, lying above said dam.

And the Town voted to give away, and that half the Town's stock of powder shall be used in rejoicing that the Stamp act is repealed. And voted that their town treasurer prosecute all persons that have or do bring in any persons unto this town, by receiving them into their houses or enclosures, and have not followed the direction of the law thereunto belonging. And the town voted to accept of the high way that the select men have laid out in the Captain's Nook up to Plymouth road. And the town voted that Col. Gamaliel Bradford should prefer or present a petition to the General Court in order to prevent the distraction of the Bass in North river in the winter season, and that Col. Bradford should present a petition to the General Court in order to prevent the cattle from feeding on the beach in order to secure or save the harbor, and said Col. Bradford was chosen Agent for the above said purposes.

1766. May 19. Record No 5. 97

At a town meeting held in Duxborrough May 19th 1756. The town voted that their Select men should inspect and see whether or no there is any thing yet due her as a part of her legacy out of her farthers estate, or her portion which may be yet coming to her, because she is at present maintained by the town, and the person so maintained by the town is Content Simmons.

July 31 A Town Meeting was held to adjust the Towns debts, and to raise the money to defray the same amt to £192.18.10. And the same day John Hanks took Elnathan Weston to keep 39 weeks at 3 shillings pr week. Benjamin Simmons took the widow Fear Simmons at 2 shillings pr week, and the Select men have agreed with the widow Glass to keep her mother 35 weeks.

Where as we the Select men of Duxborrough being required by sundry of the inhabitants of said Town to lay out a high way from the Captains Nook up to the Plymouth road, which we have done in the following manner, Viz Begining at a large stone pitched in the ground in the line between Capt Wait Wadsworth and Ebenezer Bartlets, thence North 12 degrees East, to the line between the Brewsters and said Bartlets land, thence North, 7 degrees West, to the South Westerly corner of the land belonging to the heirs of Thomas Prince that lies on the East side of said way, thence North 10 degrees West, 52 rods to said Princes heirs, North West corner on the East side of said way, and in the line of Israel Silvester, thence North 14 degrees West, 46 rods to a stone set in the ground, thence North 27 rods to the East end of the Nook Gate, thence North 8 degrees West, 18 rods to a stone set in the ground, thence North 3 degrees West, 10 rods to a stone set in the ground, thence North 12 degrees West 8 rods to the South West corner of a yard made of board fence adjourning to said Silvester's Northermost house, thence North 24 degrees West, 16 rods along close by said Silvesters Shop or small building, by said way to a stone set in the ground, thence North 16 degrees West 10 rods to a stone set in the ground, thence North 30¼ rods, to a stone set in the ground, a little to the Southward of the Southwest corner of Joshua Cushing's Cooper Shop.

And now it is to be understood that this above said highway is to be 30 foot wide, and it is to be on

Westerly side of this the above said line as the courses and distances are run, and the way is allowed through Gates from the Nook gate downward or Southerly from the Nook gate so far as we have laid the way out, and further, there is a way through Capt Wait Wadsworth's land, down to the salt bay, where it may be the most beneficial and least prejudicial to each other, forever. And then we began again where we left off, at a stone set in the ground near said Cushings Shop, thence North 62 degrees West, along by the North east side of Jacob Peterson's Smith Shop, and his shed house 64 rods to the corner of land, thence North 25 degrees West, 2 rods to the corner of Benjamin Prior's land, thence North 62 degrees West, 24 rods, thence North 83 degrees West, 10 rods to Jacob Petersons corner, thence North 79 degrees West, 54 rods to a stone set in the ground, thence South 72 degrees West 4 rods, thence South 57 degrees West, 5 rods, Thence South 81 degrees West, 5 rods, thence North 75 degrees West, 6 rods, thence North 56 degrees West 20 rods, thence North 67 degrees West, 14 rods to a marked tree with stones about it thence North 80 degrees West, 10 rods to John Wadsworth's corner, thence South 85 degrees West 24 rods to a stone pitched in the ground by the King's highway. And this said way is 30 foot wide from where we began again at a stone pitched in the ground, near said Cushing's shop, and the road is to go upon the North East side of this line aforesaid up to the King's highway, and is to be an open town road quite down to the Nook Gate, and from the Nook Gate downwards to the Southward, it is to be a town road through gates. This above said way was voted and accepted at a Town Meeting Mch 31st 1766 and is now recorded.

EZRA ARNOLD
JOHN WADSWORTH
pr *Select men.*
JOHN WADSWORTH, *Town Clerk.*

1767. Mch 24. Record No. 5. 99.

At a town meeting held in Duxborrough March 24th 1767 Col Bradford was chosen Moderator, John Wadsworth Town Clerk, and was sworn.

The town then elected the various Town Officers, and also voted Briggs Alden Esq, Capt Wait Wadsworth and Mr. Ezra Arnold for the Committee to go and examine the claim of General Winslow and Col[l] Thomas, and to see what titles they have unto Duxborrough beach, and make a report of what they find relating there unto, at next May meeting. And at said meeting they voted that the select men should hire a work house and to drive the poor of the town into it, and to see all the business relating to the poor carried on in it according to the laws of this Province.

Jury men were then chosen and drawn. And the town also voted that the select men should build a place in the South East end aloft in the meeting house, to keep the Town's powder in.

And at said meeting, the Committee appointed by the Town of Duxborrough at their meeting in March 24th 1767 to confer with, and examine the claims that General and Edward Winslow have to the beach commonly called Duxborrough beach, have attended that service and are of the opinion that the said Winslows have no legal claim or title to said beach.

Briggs Alden
Ezra Arnold } *Committee.*
Wait Wadsworth

1767. July 27. Record N° 5. Page 100.

At a Town Meeting held at Duxborrough July 27th 1767. Major Alden was chosen Moderator—and said meeting was to settle the towns debts, and to raise money to pay the same—amt[g] to £155. 15[s].10½[d] And Wrestling took Elnathan Weston to keep one year.

1767. Nov. 30. Record N° 5. Page 110.

At a Town Meeting in Duxborrough, November 30th 1767. Isaac Partridge was chosen Moderator, and the town chose Major Briggs Alden their Agent to answer the presentments made by the Grand Jury relating to the defective ways in said town, and the

town voted that the select men should lay out the way that leads from Plymouth into Powder Point. Voted to concur with the town of Boston relating to a vote there lately passed to encourage the manufactures of this Province. Voted to allow John Sprague 15 shillings old tenor per week for keeping Zenobia Bartlet 7 months.

1768. March 14. Record N° 5. Page 101.

At a Town Meeting held in Duxborrough March 14th 1768, Major Briggs Alden was chosen Moderator, John Wadsworth Town Clerk, and was sworn. The town then elected town officers for the year ensuing.

The town voted that Major Alden be allowed to set up a gate across the high way that leads to Powder Point near the dwelling house of Amaziah Delanoe's, provided the said Alden gives or allows a good cart way through his way as is usual, into Powder Point—and no longer.

And the Town voted that their Representative should use all the interest that lies in his power to procure an act made for levying an excise upon spirituous liquors, at the next sitting of the General Court.

Voted to come into a new method about taking care of the Poor of the town, and to have the excise laid upon spirituous liquors as in the years 1764 & 1765 And the Town voted that Jemima Weston should take her husband away from Wrestling Alden, for the term of one year, and put him where she pleases, provided the said Jemima can get him kept as cheap, as Wrestling Aldens agreed with the town to keep him, and then the meeting was adjourned to the last Monday in the month at 3 o clock in the afternoon.

Said meeting met again upon said adjournment, and Jurymen were drawn. And the Town voted that the select men do discharge Zenobia Bartlet from the care of the town, provided she produce a person whom the select men shall judge sufficient,

that will enter into bonds that she shall not be chargable to the town for the space of one year, and whensoever she becomes chargable, the things she now possesses shall be produced as good as they now are, except what they are impared by proper usage to be deducted, and Jacob Peterson and Robert Samson were chosen Sabbath Wardens.

May 16. John Wadsworth was chosen representative.

1768. July 25. Record No. 5. Page 102. At a Town Meeting held in Duxborrough July 25 1768, The said meeting was held to adjust the Town debts, and to raise money to pay the same amt^{g} £221.19^{s}.3^{d} Voted that Zenobia Bartlet should take away all her household goods and things from Wrestling Alden's and use them to her best advantage. And the same day at night Judar Delanoe Content Simmons at Public Vendue to keep this year for 18^{s} old tenor pr Week one year is £13.18.01 and John Simmons was Vendued to Ebenezer Delanoe for 59^{s} pr. Week old tenor which is a year £20. 16^{s} and Elnathan Weston was Vendued to Mary Weston for 39^{s} old tenor pr. Week which is for a year £13.18.01.

1768. Sept. 19. At a Town Meeting in Duxborrough Sept. 19, 1768 Colonel Bradford was chosen Moderator, and Capt. John Wadsworth was chosen to join the Committee of Convention on the 22^{d} day instant to consult with the Convention for the service of the Province.

1769. May 25. Record N° 5. Page 102. At a Town Meeting in Duxborrough May 25th 1769 Colonel Bradford was chosen Moderator and John Wadsworth was chosen Representative for the year ensuing. And Colonel Bradford, Major Alden and Mr. Ezra Arnold be a committee to make up accounts with the Town treasurer.

1769. Mch. 20. Record At a Town Meeting held in Duxborrough March the 20th 1769, Col Bradford was chosen Moderator and John Wadsworth Town Clerk, and was sworn

Nº 5. Page 103.

in.

Other town officers were then elected, and the meeting adjourned to Tuesday next at four o clock.

And then the Town met again, and passed laws for the protection of herring.

Also voted to build a powder house.

1766. Mch. 4. Record Nº 5. Page 103.

Where as we the subscribers, select men of Duxborrough being requested by sundry inhabitants, to lay out a high way on the West side of South river through the land of Bazaleel, and Wrestling Alden's land and so upward, and we began at a heap of stones on the Westerly side of the said river, to the Southerly side of a cart path that is now used, thence North 85 degrees West, 6 rods, thence South 67 degrees West, 36 rods, thence South 53 degrees West, 8 rods, thence South 65 degrees West, 38 rods, thence South 53 degrees West, 8 rods, thence South 65 degrees West, 38 rods, thence South 53 degrees West, 11 rods to Abner Samson's corner, thence South 41 degrees West, 20 rods, thence South 59 degrees West, 6 rods, thence South 76 degrees, 14 rods, thence South 87 degrees West, 7 rods, thence South West 13 rods, thence South 56 degrees West 24 rods and ½, thence South 65 degrees West, 14 rods, thence North, 84 degrees West, 4 rods 16 links, a little to the Northward of Nathaniel Samson's well and dwelling house, and we have laid out the way 30 foot wide upon the Northerly side of said line, and then we laid out the way further by the Northerly side of Nathaniel Samson's fence as it now stands until it takes the old road, and then the way to be continued as the way now goes, 30 feet wide until it comes to Boston road at the four mile hill.

In testmony whereof we have hereunto set our hands March 4th 1766.

Briggs Alden
Ezra Arnold } *Select Men.*
John Wadsworth

1770. Mch 20. Record N° 5. Page 114.

At a Town meeting held in Duxborrough March 20th 1770 Major Briggs Alden was chosen Moderator, and Mr. John Wadsworth Jr. Clerk for said day. This meeting was for choice of Town Officers. Also voted to receive William Loring and family for inhabitants of this town.

May 25.

Capt John Wadsworth was chosen Representative for the year ensuing.

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